

 <b>SOLICITATION, OFFER AND AWARD</b> <b>(General Construction)</b>		<b>1. Solicitation No.</b> <b>POAM-2004-B-0048-DR</b>		<b>2. Type</b> <input checked="" type="checkbox"/> <b>Sealed Bid (IFB)</b> <input type="checkbox"/> <b>Negotiated (RFP)</b>		<b>3. Date Issued</b> <b>September 28, 2004</b>		<b>Page 1</b> <b>Of 150 Pages</b>			
4. Contract Number				5. Requisition/Purchase Request No.			6. <input type="checkbox"/> Open Market <input checked="" type="checkbox"/> Set-Aside <b>General Construction</b> Designated Category				
7. Issued By: Capital Purchasing IPT Office of Contracting and Procurement 441 4th Street, NW, Suite 700S Washington, DC 20001					8. Address Offer To: (If other than line 7) Office of Contracting and Procurement 441 4th Street, NW, Suite 703S, Bid Counter Washington, DC 20001						
9. For information contact:		A. Name Delorise Ragins		B. Telephone (No collect calls) (Area Code) 202 (Number) 724-4904 (Ext)			C. E-mail Address <a href="mailto:deloris.ragins@dc.gov">deloris.ragins@dc.gov</a>				
<b>IMPORTANT - The "offer" section of this form, must be fully completed by offeror.</b>											
<b>SOLICITATION</b>											
<b>NOTE:</b> In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"											
10. Sealed offers in original and <u>1</u> copies to perform the work required will be received at the place <b>specified in item 8, or if hand carried, to the bid counter located at address shown in item 8</b> until <b>2:00PM local time on October 28, 2004</b>											
(Hour)					(Date)						
11. The District requires performance of the work described in strict accordance with the following:											
<table border="0"> <tr> <td> <ul style="list-style-type: none"> <li>▪ Schedule for Build-out of Office Space</li> <li>▪ Description/Specification/Work Statement</li> <li>▪ Packaging and Marking</li> <li>▪ Inspection and Acceptance</li> <li>▪ Deliveries or Performance</li> <li>▪ Contract Administration Data</li> <li>▪ Special Contract Requirements</li> <li>▪ Contract Clauses</li> <li>▪ List of Attachments</li> <li>▪ Certifications, Representations and other Statements</li> <li>▪ Instructions, Conditions and Notices to Bidders</li> <li>▪ Clauses for Procurement Restricted to the SBE SET -Aside Market</li> <li>▪ The Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects, dated 1973, as amended.</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>Section B, page 3</li> <li>Section C, page 4</li> <li>Section D, page 5</li> <li>Section E, page 6</li> <li>Section F, pages 7</li> <li>Section G, pages 18-12</li> <li>Section H, pages 13-41</li> <li>Section I, pages 42-47</li> <li>Section J1 – J5 pages 48-100</li> <li>Section K, pages 101-138</li> <li>Section L, pages 139-146</li> <li>Section M, pages 147-150</li> </ul> </td> </tr> </table>										<ul style="list-style-type: none"> <li>▪ Schedule for Build-out of Office Space</li> <li>▪ Description/Specification/Work Statement</li> <li>▪ Packaging and Marking</li> <li>▪ Inspection and Acceptance</li> <li>▪ Deliveries or Performance</li> <li>▪ Contract Administration Data</li> <li>▪ Special Contract Requirements</li> <li>▪ Contract Clauses</li> <li>▪ List of Attachments</li> <li>▪ Certifications, Representations and other Statements</li> <li>▪ Instructions, Conditions and Notices to Bidders</li> <li>▪ Clauses for Procurement Restricted to the SBE SET -Aside Market</li> <li>▪ The Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects, dated 1973, as amended.</li> </ul>	<ul style="list-style-type: none"> <li>Section B, page 3</li> <li>Section C, page 4</li> <li>Section D, page 5</li> <li>Section E, page 6</li> <li>Section F, pages 7</li> <li>Section G, pages 18-12</li> <li>Section H, pages 13-41</li> <li>Section I, pages 42-47</li> <li>Section J1 – J5 pages 48-100</li> <li>Section K, pages 101-138</li> <li>Section L, pages 139-146</li> <li>Section M, pages 147-150</li> </ul>
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12. The Contractor shall begin performance within <b>5</b> calendar days and complete it within 60 calendar days after receiving the <input type="checkbox"/> <b>Award</b> <input checked="" type="checkbox"/> <b>Notice to Proceed.</b> This performance period is <input checked="" type="checkbox"/> <b>Mandatory</b> <input type="checkbox"/> <b>Negotiable</b>											
13. The Contractor must furnish the required performance and payment bonds. <input checked="" type="checkbox"/> <b>yes</b> , within ten <b>(10)</b> calendar days after Notice of Intent to Award <span style="float: right;"><input type="checkbox"/> <b>no</b></span>											
14. <b>Additional Solicitation Considerations</b> A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference B. A BID GUARANTEE <input checked="" type="checkbox"/> is <input type="checkbox"/> is not required <b>0</b>											
Government of the District of Columbia					Office of Contracting and Procurement						

**STANDARD FORM A - Dated May 2001**

<b>OFFER</b> ( Must be fully completed by offeror)										
15. Name, Company Name and Address of Offeror (with zip code)					16. Telephone No. (      )			18. Remittance Address (if different than item 15).		
					17. E-mail address					
19. The offeror agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this offer is accepted by the District in writing within 90 calendar days after the date offers are due.										
20. The offeror agrees to furnish any required performance and payment bonds.										
21. <b>ACKNOWLEDGEMENT OF AMENDMENTS</b>										
The offeror acknowledges receipt of amendments to the solicitation (number and date each)										
Amendment Number										
Date										
22. Name and Title of person authorized to sign offer (Type or Print)					22A. Signature			22B. Offer		
<b>AWARD</b> (To be completed by the District)										
23. Amount				24. Accounting and Appropriation data						
25. PAYMENT WILL BE MADE BY:  See Section G, paragraph G.2					26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE</b>										
27. <input type="checkbox"/> <b>NEGOTIATED AGREEMENT</b> (The Contractor is required to sign this document and return__ copies to the issuing office). The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by ( a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.					28. <input type="checkbox"/> <b>AWARD</b> (The Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)					30. Name of Contracting Officer (Type or Print)					
29A. Signature			29B. Date		30A. Signature			30B. Date		

**STANDARD FORM A - Dated May 2001**

**PART I****SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE**

- B.1** The District of Columbia Government, Office of Contracting and Procurement (OCP), on behalf of the Office of Property Management, is seeking a contractor to provide all labor, materials and equipment for build-out of office space to meet the requirements of the District agency. The project site is located at Suite 1120 of One Judiciary Building, 441 4<sup>th</sup> Street, NW, Washington, DC.
- B.2** This will be a firm fixed-price contract. The estimated price range for this requirement is between \$100,000.00 and \$250,000.00.
- B.3** Prospective bidders are requested to quote a lump sum price for this project.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
01	Build-out of office space located at Suite 1120, One Judiciary Square building, 441 4 <sup>th</sup> Street, NW, Washington, DC 20001, in accordance with attached scope, specifications, drawings, etc.	_____
	(Price in words: .....)	
	.....)	

- B.4** The District reserves the right to accept or reject any bid or all bids resulting from this solicitation without showing any cause.

**PART I****SECTION C – SCOPE/SPECIFICATIONS/DRAWINGS****C.1 SCOPE:**

The District of Columbia Government, Office of Contracting and Procurement (OCP), on behalf of the Office of Property Management, is seeking a contractor to provide all labor, materials and equipment for build-out of office space for use by the Office of Grant and Partnership at Suite 1120, One Judiciary Square building in Washington, DC, in accordance with the Drawings and Specifications provided herewith and Standard Contract Provisions Booklet dated 1973 and amendments thereto for use with Specifications for District of Columbia Government Construction Projects.

**C.2 SPECIFICATIONS:**

The Contractor shall perform the work in accordance with attachment J-1, OPM Specifications.

**C.3 DRAWINGS:**

The Contractor shall perform all construction services for the above referenced suites as defined in the construction drawings prepared by Devroux and Purnell Architects (Attachment A). List of total drawings are as follows:

- C-1 Cover Sheet
- Architectural Part
- D-1 Demo Plan
- A-1 Floor Plan
- A-2 Reflected Ceiling Plan
- A-3 Schedule & Misc. Details
- Mechanical/Electrical Part
- DM-1 Mechanical Demo Plan
- M-1 General Notes
- M-2 Mechanical/Plumbing Specs.
- M-3 Mechanical Plan
- DE-1 Lighting Demo Plan
- DE-2 Power/Comm. Demo Plan
- E-1 Notes/Schedules
- E-2 Lighting Floor Plan
- E-3 Power/Communication Plan
- E-4 Fire Alarm System

**C.4 Wherever the specifications refer to one or more manufactures, other manufacturers May be accepted if approved equal by the COTR.**

**PART I**

**SECTION D: PACKAGING AND MARKING**

Not applicable for this contract

**PART I****SECTION E: INSPECTION AND ACCEPTANCE****E.1 INSPECTION:**

The inspection and acceptance requirements for the resultant contract will be governed by Article 11 of the Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973, as amended and incorporated herein by reference. A copy of this booklet is available free of charge to the bidders from the Office of Contracting and Procurement located at Suite 700 South, 441, 4<sup>th</sup> Street, NW, 7<sup>th</sup> Floor, Washington, DC.

**E.2 PARTIAL ACCEPTANCE:**

- A. The Contracting Officer Technical Representative (COTR) may, at his option, accept part of the work under this contract prior to final acceptance of the contract when it is considered beneficial to the District of Columbia.
- B. Partial acceptance shall not preclude liquidated damages for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1.

**E.3 FINAL INSPECTION:**

The Contractor shall give the COTR written notice at least fourteen (14) days in advance of date on which project will be 100% complete and ready for final inspection. Prior to final inspection date, the Contractor shall verify in writing that in his best judgment no deficiencies exist.

**PART I**

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 TIME OF COMPLETION:**

Work shall commence on the date specified in the written Notice to Proceed issued by the Contracting Officer and shall be completed within sixty (60) Calendar days.

**F.2 DELIVERABLES**

Any reports that are required pursuant to H.39.5 of the 51% District Residents New Hires Requirement and First Source Employment Agreement, are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to the Contractor will not be paid. (Refer to H.39).

**PART I**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT:**

- A. The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for work performed and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- B. The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL:**

- A. The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copy to the Contracting Officer's Technical Representative (COTR) specified in Section G.8 below. The address of the CFO is:

**Office of Finance and Resource Management (OFRM)  
441 – 4<sup>th</sup> Street, N.W., Suite 890 North  
Washington, D.C. 20001  
Phone: (202) 727-0333**

- B. To constitute a proper invoice, the Contractor shall submit the following information:
  - 1. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
  - 2. Contract number, section two (2) and encumbrance number, section twenty-four (24) of the Solicitation Cover sheet. Assignment of an invoice number by the contractor is also recommended;
  - 3. Description, price, quantity and the date(s) that the supplies/services were actually or performed.
  - 4. Other supporting documentation or information, as required by the Contracting Officer;
  - 5. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;



6. Name, title, phone number of person preparing the invoice;
7. Name, title, phone number and mailing address of person, if different from the person identified in (G.2.B.6) above to be notified in the event of a defective invoice, and
8. Authorized signature.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in H.39.5.

**G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement.

**G.4 METHOD OF PAYMENT:**

A. The progress payment method will be utilized under this contract.

Progress payments will be made when all of the following conditions are satisfied:

1. The portion of the service provided by the Contractor is accepted by the District,
2. The work of a specific type, for which the progress payment is requested, is 100% complete, and
3. The Contractor submits the invoice as describe in G.2 for the progress payment.

B. The COTR will furnish to Contractor, the following forms:

1. Detailed Estimate of Costs for Progress Payments.
2. Progress Payment Request for Work Performed Form.

C. The Contractor shall prepare and deliver to the COTR for approval:

1. Original and a copy of completed-Detailed Estimate of Costs for Progress Payments within fourteen (14) days after issuance of written Notice to Proceed and prior to submission of first progress payment request. This detailed estimate of costs shall include a breakdown of items of work that will be performed with respective prices.

2. Original and a copy, signed by the authorized representative of the contractor, of Progress Payment Requests for Work Performed form on or before the twenty fifth (25) day of each month during progress of the work. This will include only those fractions of work, which have been completed and duly accepted by COTR. COTR's acceptance signature on the form is mandatory.
- D. Materials and equipment payments:
1. Materials, equipment and associated components delivered to the jobsite or stored on the site will be paid at 100% of their invoiced value until such time as they are satisfactorily incorporated into the completed work activities. Materials and equipment shall be properly stored and protected and in compliance with the approved submittals.
  2. Materials, equipment and associated components stored off-site within a twenty-five (25) mile radius of the jobsite will be paid for at the rate of 75% of their invoice value subject to the following documentation accompanying the payment request.
    - a. A certified statement giving the exact location of the materials or equipment, that such material or equipment is properly stored and protected meeting the approval of COTR and is consigned to the District of Columbia Government; that it will not be diverted for use or installation at a different project, and that it is subject to inventory and inspection of the COTR.
    - b. A valid invoice or bill of sale indicating the unit quantity, description of the material or equipment and its costs.
    - c. A certificate of insurance.
- E. Initial payments shall be made under this contract for the first thirty (30) days of work as accepted by the COTR only for those activities completed within the first thirty (30) days; and only two (2) monthly payments shall be made.
1. When the option of omitting the schedule for the first 30 days of work is exercised, no payments will be made until final Critical Path Method is approved.
  2. Progress payments for all other activities will not be made until the final CPM submittal, Project Work Schedule; is approved and distributed.
- F. The approved monthly updated CPM Schedule shall be an integral part and basis of the estimate upon which successive progress payments shall be made.

**NOTE:** Unless the requirements of the above paragraphs are complied with, the progress payments will be withheld.

**G.5 ASSIGNMENTS:**

- A. In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- B. Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- C. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

**G.6 CONTRACTING OFFICER (CO):**

In accordance with 27 DCMR 1200.1 contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The address and telephone number of the Contracting Officer is:

Karen Hester, Contracting Officer  
Office of Contracting and Procurement  
Construction, Design and Building Renovation  
441- 4th Street, N.W., Suite 700S  
Washington, D.C. 20001  
Telephone: (202) 727-4388 or 727-4934

**G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:**

- A. In accordance with Article 3 of the Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973, as amended, the Contracting Officer is the only person authorized to approve changes to any of the requirements of this contract.
- B. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):**

- A. The COTR is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and

supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as specified in writing by the Contracting Officer. The COTR for this contract is:

Mr. Hares M. Sayed, Project Manager  
Office of the Director  
Office of Property Management  
441 4th Street, N.W., 11<sup>th</sup> Floor  
Washington, D.C. 20001  
Tel: 202-671-0491

- B. It is fully understood and agreed by the Contractor that the COTR shall not have any authority to make changes in the specifications/scope of work, price or terms and conditions of the contract.
- C. Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not authorized by the Contracting Officer in writing. In addition, Contractor may also be required at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**PART I****SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 LIQUIDATED DAMAGES:**

- A. The Contractor shall pay to the District of Columbia the sum of One Hundred Dollars (\$100.00) as agreed liquidated damages for each calendar day of delay in completion of the work for this project, within the time limits set forth, subject to provisions of Article 5, DELAYS, of the General Provisions.
- B. If the District terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of reprourement.

**H.2 GOVERNMENT'S RESPONSIBILITY:**

District shall provide to the Contractor all necessary passes for Contractor's employees required to enter into the facility.

**H.3 PERMITS, LICENSES AND CERTIFICATES:**

- A. The Contractor shall obtain all required permits issued by the Department of Consumer and Regulatory Affairs (DCRA), Building and Land Regulation Administration, located at 941 North Capitol Street, N.E., Washington, D.C. The Contractor shall apply for and obtain all other permits from the Office of Licenses and Permits, Permit Processing Division, Department of Consumer and Regulatory Affairs. The District will only responsible for the building permit.
  - 1. The Contractor shall apply and pay for all required permits well in advance of the time that they are needed.
  - 2. If the Contractor experiences any difficulty in obtaining a permit, the Contractor shall request assistance immediately from the COTR.
- B. Permits, Licenses and certificates that may be required are:

**Permits and Certificates**

- 1. Plumbing
- 2. Electrical
- 3. Refrigeration
- 4. Elevator
- 5. Boiler and Pressure Tank
- 6. Public Space - To work in, excavate  
in or occupy
- 7. Signs and Temporary Fences

**Licenses**

- 1. Master Plumbers
- 2. Electrical
- 3. Refrigeration
- 4. Boiler
- 5. Pressure Tank
- 6. Elevator

- 8. Razing
- 9. Sprinkler

- C. Work requiring permits and licenses will not be allowed to proceed until evidence has been produced showing that such permits and licenses have been procured. Permits will be issued only to persons duly licensed for work in the District of Columbia, except as follows:
  - 1. Where electrical, plumbing and refrigeration contractors and their craft persons perform work under contract with the District of Columbia and the work is physically located in areas outside the District of Columbia, it shall be sufficient if any such contractor and the contractor's craft persons are licensed either by the District of Columbia or by any governmental agency having jurisdiction over the area adjoining the site on which the work is performed.
- D. The Contractor shall prominently display all permits within the confines of the construction site.

#### **H.4 UTILITY CONNECTIONS AND SERVICES:**

The contractor is responsible for locating all existing utilities and performing the required modifications to all utilities for the completion of construction. Utility costs and connection fees shall be incorporated into the fixed price Bid.

##### **A. TEMPORARY ELECTRICITY:**

- 1. The District will make available, if active, lights and power in the existing building to the contractor and the Contractor shall arrange for and pay all expenses associated with procurement and use of the following:
  - a. Install a temporary meter on existing power lines and pay for all electric power used;
  - b. Install temporary lines to conform with the requirements of the D.C. Electrical Code for such work;
  - c. Furnish and install all necessary safety devices required;
  - d. Maintain temporary line and equipment in proper condition until lines are no longer required and disconnected;
  - e. Make connections to existing electric services in accordance with D.C. Electrical Code requirements and standard procedures developed by the electric company;
  - f. Upon completion of the work, remove temporary lines, poles and other accessories, make disconnections and restore services to an approved condition.

B. TEMPORARY WATER: For construction purposes, temporary connection to the existing water mains is permitted, at the contractor's expense, contingent upon the following:

1. That no connections to water mains be made without first acquiring approval from the District of Columbia Water and Sewer Authority (WASA).
2. That the Contractor furnish all necessary temporary lines, fittings, valves, and make all temporary connections to bring the water to the job site.
3. That all pipe, fittings, and hose used shall be leak proof and that hook-ups and connections be made in a manner comparable to new work to prevent unnecessary waste of water.
4. That all branches from temporary main feed be equipped with tight cut- off valves.
5. That upon completion of the work, temporary lines, fittings, valves and other accessories are removed; disconnections made and services restored to an approved condition.

C. TEMPORARY HEAT:

1. Shall be furnished by the Contractor to provide proper temperature for:
  - a. Prevention of damage to work.
  - b. Good working conditions.
  - c. Satisfactory installation of materials.
2. Determination of payment to be made for cost of heat furnished during any period of time that extends beyond the date of completion stipulated in the contract, will be as follows:
  - a. When changes to the contract, under Article 3, 4 or Article 5 of Standard Contract Provisions (Attachment J.6) involve an extension of time and such extension occurs in a period requiring heat, such heating costs will be included in a contract change order except as modified hereinafter. In determining the cost of furnishing his heat, the Contractor will be allowed 100% overhead but no profit.
  - b. No allowance will be made for required heat costs when time extensions are caused by acts of God or the Public Enemy or other causes as stated in Article 5.
  - c. When time extensions include conditions set forth in both subparagraphs a and b above, the COTR will determine the ratio of time applicable to conditions set forth in subparagraph a and payment will be made as provided therein.

- D. PERMANENT CONNECTIONS TO MAINS for water, sewer, gas, electrical, telephone and fire alarm systems shall be made at the Contractor's expense. The Contractor shall pay fees and associated costs and make all arrangements with utility companies and appropriate agencies as may be required for proper and expeditious completion of project.

#### **H.5 SHOP DRAWINGS AND CATALOGUE CUTS:**

- A. Within fifteen (15) calendar days from the date of the Notice to Proceed, the contractor shall prepare a complete list of all samples, catalog cuts and shop drawings required to be submitted.
1. The list shall be submitted to the COTR or his designee in quadruplicate for approval. One (1) copy of the approved list will be returned to the contractor.
  2. Progress payments will not be made until the list has been submitted nor will payment be made for any materials installed without approval where submittal of same is required.
- B. The Contractor shall not install or use materials in the work until the COTR has given written approval of required samples, shop drawings or catalogue cuts, to be submitted as stated above.
1. Normally, 10 calendar days will be required for checking submitted materials. However, more time will be required for more complex submittals. The Contractor is advised that submittals that are kept simple (i.e. related to one section of the specifications or to one system) will be processed more expeditiously than more complex submittals. Approval of materials, shop drawings, catalogue cuts shall be only for the characteristics or uses named in the submission and shall not be construed as:
    - a. Permitting any departure from contract requirements except as specifically stated in the approval.
    - b. Relieving the Contractor of the responsibility of complying with the contract requirements because of errors, which may exist.
    - c. Constituting a complete check, but will indicate only that the general method of construction and detailing is satisfactory and the Contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.
- C. Submittal of shop drawings, samples, catalogue cuts shall be in accordance with the following requirements:
1. Letter of transmittal, for each transmittal, submitted in triplicate and containing the following information:



- a. Project name and contract number;
- b. Building or work for which material is intended;
- c. Identification of material in accordance with Federal Specification or A.S.T.M. number, manufacture, model, type, class, brand name, specifications reference, and local distributor;
- d. General contractor's stamp of approval as evidence that drawings, samples, and catalogue cuts included in the submittal have been checked for conformity with contract requirements including dimensions, quality, grade, type, quantity coordination with other work and that he assumes all responsibility for errors or discrepancies.

**D. SHOP DRAWINGS**

1. Submitted in six sets.
2. Identified as to project name and number, general contractor, fabricator, manufacturer, model, type, class, brand name, specifications reference, local distributor, and date drawn to which drawing applies.
3. Drawings shall be complete in every respect and assembled into sets.
  - a. Each submission shall show complete system to which it applies and shall include catalog cuts, samples and other applicable data pertinent to the system.
  - b. Shop drawings will be checked and if approved, three (3) sets will be returned to the Contractor by the COTR.
  - c. When corrections to shop drawing prints are necessary, two (2) prints of each shop drawing will be returned to the Contractor for corrections and resubmission in six sets.
4. The Contractor shall submit one (1) reproducible print of each approved shop drawing after final approval of submitted shop drawings has been made.
5. If drawings show variations from contract requirements because of standard shop practices or for any other reasons, the Contractor shall make specific mention of such variation and the cause therefore, in the letter of transmittal.
  - a. If acceptable to the COTR, suitable action may be taken for proper adjustment; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract requirements even though such shop drawings have been approved.
  - b. If drawings submitted indicate a departure from the contract requirements, which the COTR finds to be in the best interest of the

District of Columbia and to be so minor as not to involve a change in contract price or time for completion, he may approve the drawings.

E. COMPOSITE SHOP DRAWINGS:

In addition to shop drawings specified in the various sections of the specifications, the Contractor shall submit composite shop drawing details of constricted spaces, pipe and duct spaces, mechanical, equipment rooms and ceiling spaces where pipes, ducts, conduit, crossover and where items such as light fixture housing project into the space, to ensure that equipment approved for use or proposed for use fits into the space provided.

1. In the event of a conflict, the Contractor may offer his suggestions for solution of the problem on the shop drawing submittal or by letter submitted therewith;
2. Submittal of composite shop drawings shall be provided in 14 days after Notice to Proceed to prevent a delay in construction.

F. Samples, catalogue cuts, test reports, certifications, as required, shall be submitted with letter of transmittal. Samples and catalogues shall not be submitted with bids. Refer to specification sections for samples, catalogue cuts, test reports, certifications required.

1. Samples shall be submitted in duplicate, unless otherwise specified in the applicable specification section and be sent prepaid.
2. Catalogue cuts shall be submitted in six sets.
3. Each item submitted shall be labeled with the following information:
  - a. Project name and contract number;
  - b. Work for which material is intended;
  - c. General contractor, manufacturer and fabricator;
  - d. Applicable Federal Specification, A.S.T.M. specification or other standard;
  - e. Contract specification reference; and
  - f. Manufacturer's brand name, class or grade and type.

**NOTE: Samples submitted without the above labels will be held for thirty (30) days and then destroyed.**

4. Samples of materials that are required to match work in place shall be accompanied by representative samples of present materials, which they are to match. A sample of present materials may be taken from the work in place but if this is not possible, the sample submitted will be taken to the site of the work for inspection and verification.
5. The approval of a sample submitted to the COTR shall be only for the characteristics or for the uses named in such approval and no other.

- a. No approval of a sample shall be taken in itself to change or modify any contract requirement unless specifically stated in the approval.
  - b. Approved samples not destroyed in testing will be sent to the COTR.
  - c. Approved samples of hardware, miscellaneous accessories and signs in good condition may be suitably marked for identification and used in the work.
  - d. Samples not destroyed in testing and that are not approved will be retained by the Contracting Officer for thirty (30) days and then be disposed of or returned to the Contractor at his expense if requested within thirty (30) days from the date of rejection.
6. Test samples as specified in the various specification sections and other test samples as the COTR deems necessary, will be requested of the Contractor or will be procured from the various materials or equipment delivered by the Contractor for use in the work. The COTR has the right to request a test from an accredited testing facility on any materials delivered to the site of the work.
- If any of these test samples fail to meet the specification requirements, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements.
7. Failure of any material to pass specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of material.
  8. The COTR reserves the right to disapprove any material, which is presently, or which previously has been, unsatisfactory in service.
  9. Material lists, schedules and diagrams for material, equipment, fixtures, fittings, hardware required under specification sections shall be submitted in six sets and, labeled as set forth for catalogue cuts.
  10. Individual items included in brochures and catalogs that are submitted for approval shall be adequately identified in the transmittal letter and in their submittal material.

#### **H.6 PROPRIETARY RESTRICTIONS:**

- A. Proprietary names or brands are mentioned for descriptive, not restrictive purpose and are intended to establish minimum standards of quality for materials, fabrication and finishes.
  1. Such references shall not be construed as limiting competition or controlling selection of manufacturers, and the Contractor in such cases may submit for

approval any item or type of construction, which, in the judgment of the Contracting Officer, expressed in writing is equal to that specified.

2. Submissions will be judged on the basis of durability, strength, appearance serviceability of parts, output, coordination with related work and the ability to fulfill the requirements of the specified item.

#### **H.7 DEBRIS AND CLEANING:**

- A. The Contractor shall, during the progress of the work, remove and properly dispose of the resultant dirt and debris daily and keep the premises clean and free from safety hazards.
- B. Upon completion of the work, the Contractor shall remove all equipment, salvaged materials provided for the work (except any materials that are to remain the property of the Government of the District of Columbia as provided in the specifications) and leave the premises in a neat and clean condition satisfactory to the COTR at the site.

#### **H.8 MATERIALS AND WORKMANSHIP:**

- A. Unless otherwise specified, all materials and equipments incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas.
- B. In the absence of specific requirements for installation of a material or product, the Contractor will be held responsible for installation of said material or product in strict accordance with the manufacturer's printed instructions and recommendations.

#### **H.9 STANDARDS:**

- A. Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specification, ASTM certification or other similar standard, shall comply with the requirements in the latest revision hereof.
- B. Federal Specification, Commercial Standards and other standard specifications will not be furnished to bidders. However, the Contracting Officer will furnish upon request, information as to how copies of the standards referred to may be obtained.
- C. Where a standard is referred to in the various sections of these specifications, it shall include the installation requirements specified therein unless specifically modified in the contract specifications.

#### **H.10 EQUIPMENT COORDINATION:**

It shall be the responsibility of the Contractor to ascertain that the make and model of all shop or factory fabricated equipment furnished not only meets all requirements of the contract document, but it shall be of the proper physical size and dimension to fit the space or area, ductwork, conduit, panel boxes, disconnect switches and related accessory equipment. Where

the physical size of any equipment is dependent upon other equipment, coordination shall be done by the Contractor to assure that they are compatible and will fit within the limitations of the space where they are to be located, including coordinating of utility connections and coordination of space for servicing the equipment, changing filters, cleaning tubes and similar operations.

**H.11 STOPPAGE OF WORK:**

If the Contractor fails to abide by any or all of the provisions of the contract, the Contracting Officer reserves the right to stop all work or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract any separable part hereof after written notification and work stoppage, the District may terminate the right of the contractor to proceed as provided in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Construction Contract, 1973, as amended. (Attachment J.6)

**H.12 SUBCONTRACTS:**

- A. Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.
  - 1. The divisions or sections of the specifications are not intended to control the contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
  - 2. The Contractor shall be as fully responsible to the Government of the District of Columbia for the acts and omissions of subcontractors and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
  - 3. The Contractor shall be responsible for the coordination of the trades, subcontractors and material persons engaged upon his work.
  - 4. The Contractor shall, without additional expense to the Government of the District of Columbia, utilize the services of specialty subcontractors of those parts of the work, which are specified to be performed by specialty subcontractors.
  - 5. The Government of the District of Columbia will not undertake to settle any differences between the contractor and his subcontractors or between subcontractors.
- B. No portion of the contract shall be subcontracted, assigned or otherwise disposed of except with the written consent of the Contracting Officer, or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) or permission to subcontract, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will

perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:

1. Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
2. Estimated dollar amount of the subcontract.
3. Estimated starting and completion dates of the subcontract.
4. The subcontractor approval request form included herein should be used to request approval of subcontractors on this project. The form should be completed for each subcontractor requested for approval and submitted to:

Ahmed Eyow, Supervisory Contract Specialist  
441 4<sup>th</sup> Street N.W., Suite 707 South  
Washington, D.C., 20001  
Tel: 202-724-4238

Copies of these forms are available upon request.

#### **H.13 USE OF PREMISES:**

- A. Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holiday, shall be performed without additional expense to the Government of the District of Columbia.
- B. The Contractor shall use only such entrances to the work area as designated by the Inspector.
- C. Installation work, once started, shall be completed as rapidly as possible and without unnecessary delay.
- D. Only such portions of the premises as required for proper execution of the contract shall be occupied.
- E. All work shall be performed in such manner as to cause minimum annoyance or noises and disturbances to occupants of adjacent premises and interference with normal traffic.
- F. The Contractor shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:
  1. Entry of work areas by unauthorized persons;
  2. Removal of Government property and supplies.
- G. The contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

- H. The contractor shall comply with the regulations governing the operation of premises that are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Government of the District of Columbia business.
- I. The contractor shall comply with the guidelines and regulations governing the operation of premises of the George Town Park issued by the George Town Park Authority. A copy of the guideline is attached with the Specifications as J.1.

**H.14 PATENTS:**

The Contractor shall hold and save the Government, its officers, agents, servants and employees, harmless for liability of, any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, article or appliance manufactured or use in the performance of this contract, including their use by the Government of the District of Columbia.

**H.15 SAFETY PRECAUTIONS:**

- A. The Contractor shall perform all site, plant and construction work in strict accordance with the Safety Standards of the District of Columbia and the U.S. Occupational Safety and Health Act of 1970 and the D.C. Occupational Safety and Health Act of 1988, D.C. Official Code Secs. 32-1101 et seq. and 1-620.01 et seq.
  - 1. The Contractor or his representative shall be thoroughly familiar with these standards and have copies of same available at the project site at all times.
- B. Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code in their possession.
- C. The Contractor shall be responsible for providing and installing adequate temporary shoring or bracing for all walls, slabs and like constructions until such items attain their design, strength, and stability.
  - 1. The Government, its officers, agents, servants, and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.
  - 2. Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the COTR's review and concurrence.
- D. Special precautions shall be exercised to prevent use of or access to Contractor's materials, equipment or tools by occupants or entry by occupants into Contractor's work areas.
  - 1. Bituminous kettles shall have an attendant present at all times when in operation to prevent the public from coming in contact with kettles.

2. Kettles shall be removed as soon as use is completed.
- E. Materials being removed shall be chuted or hoisted to the ground from roof areas or upper floor levels.
- F. The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.
- G. The Contractor shall cover all open trenches during hours when work is not being executed, as required for protection of the public.

**H.16 PROGRESS SCHEDULE:**

- A. The Contractor shall submit, not later than ten (10) days after official Notice to Proceed has been issued, a reproducible print plus three copies of a construction progress schedule for approval of the COTR.
  1. Schedule shall take into consideration submittal of materials and shop drawings for approval and delivery of materials and equipment to jobsite.
  2. Progress chart shall be either:
    - a. CPM Network (arrow) diagram with activity on arrow system and clearly identifying all the critical path activities.
    - b. Gantt Type Progress Chart with elements of work spread out to facilitate the measurements of work for progress control.
    - c. As mutually agreed upon.
  3. All work shall be completed within the time specified under TIME FOR COMPLETION, which is the MAXIMUM TIME PERMITTED FOR THE ACCOMPLISHMENT OF THIS PROJECT.
  4. All costs shall be indicated for each activity for progress payment, as required by Section G.4.
- B. If within the period of construction, a time extension or extensions are granted for an aggregate of twelve (12) calendar days or more, a new Progress Schedule shall be submitted within five (5) days after issuance of a change for the time extension.
  1. Submit a new Progress Schedule for each such extension.

**H.17 GUARANTEE OF WORK:**

- A. The Contractor guarantees, for a period of one (1) year after date of acceptance for Occupancy as established in the District's written notification, to repair or replace any work in which any defects in material or workmanship appear within said period and



to repair or replace any and all work damaged by reasons thereof, to the satisfaction of the COTR and without cost to the District of Columbia.

- B. In any case where in fulfilling the requirements of the contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition comparable to its original condition and guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- C. Upon the Contractor's failure to proceed promptly to comply with the terms of any guarantee under the contract or still running upon work originally executed by other contractors, the District of Columbia may (1) either have such work performed as the Contracting Officer deems necessary to fulfill such guarantee, or (2) all such damaged or defective work to remain in such unsatisfactory condition; provide that the Contractor shall promptly pay the District of Columbia the sum estimated by the Contracting Officer under the provision of paragraph B above to represent the amount which would have been necessary to expend to fulfill such guarantee. Everything done in the fulfillment of any guarantee shall be without additional expense to the Government of the District of Columbia.
- D. Special guarantee: The following shall be guaranteed for extended period as noted and to the extent noted:
  - 1. Buried tanks shall be guaranteed for five (5) years against deterioration to the point of failure and against structural failure due to improper installation procedures.
  - 2. Heating and air conditioning equipment, except expendable components such as filters, shall be guarantee for two (2) full operating seasons or the equivalent thereof against all conditions except vandalism and/or improper maintenance.
  - 3. Built-up roof and flashing systems shall be guaranteed for ten (10) years by the manufacturer of the roofing material.
- E. All special guarantees that may be stipulated in the specifications or other paper forming a part of the contract shall be subject to the terms of this paragraph insofar as they do not conflict with the provisions of the specifications or such other papers, with reference to such guarantees. In case of conflict the special guarantee shall take precedence.

#### **H.18 PROTECTION:**

- B. The Contractor shall protect existing public and private property to remain including but not limited to sidewalks, pavements, landscaping, from damaged by approved means such as planking, covering, temporary cement curbs, and shall be responsible for replacement of items to remain that are damaged by work under this contract. Damages to sidewalks, curbs, streets, public property and public utilities shall be repaired or replaced, as directed by the COTR in accordance with standards of the

agency having jurisdiction over the damaged property. Grouting of cracks in sidewalks and driveways will not be permitted; slabs shall be replaced.

- B. The building shall be maintained in weather tight condition throughout by temporary covering or other approved means.
- C. Contractor shall be responsible for personal injury to workmen and the public and shall make restitution as required by the Contracting Officer.
- D. Nothing contained in foregoing provisions for fences, barricades or site protection shall be interpreted as making the District a party to, liable for, or relieving the Contractor of:
  - 1. The Contractor's responsibility for all injuries to person and damages to property or premises;
  - 2. The Contractor's responsibility for materials delivered and work performed until completion and final acceptance;
  - 3. The Contractor's responsibility to sustain all costs, losses or damages arising out of the nature of the work to be done, or due to any unforeseen or usual obstructions or difficulties which may be encountered in the accomplishment of the work, or resulting from the work, or resulting from the action of the elements; and
  - 4. The Contractor's responsibility to protect existing public and private property.
- E. Site Protection:
  - 1. Watchperson:
    - a. The Contractor shall employ watchpersons to safeguard the site.
    - b. The watchpersons shall be employed during all periods in which the contractor's employees are not performing actual site work.
  - 2. Lights:
    - a. Illumination of the worksite during non-daylight hours is required of the Contractor at the Contractor's expense.

#### **H.19 UNDERGROUND SERVICES:**

- A. ACTIVE: All known active services shall be indicated on drawings or mentioned in specifications. However, no assurance is given that there are not other active services in areas in which work is to be performed. If during execution of work, other active services are encountered which necessitate changes in drawings or specifications, required adjustments must be made.

- B. INACTIVE OR ABANDONED: If, during execution of work, inactive or abandoned services not shown or specified are encountered, the Contractor shall notify the Contracting Officer as set forth in Article 4 of the Standard Contract Provisions.

**H.20 EXISTING CONDITIONS:**

- A. The Contractor shall verify by actual measurement existing work required to connect with work now in place before actual work at the site is commenced. New work in extension of existing work shall correspond in all respects with that to which it connects unless otherwise indicated or specified.
- B. The Contractor shall cut, alter, remove or temporarily remove and replace existing work as necessary for the performance of the work to be done. Work remaining in place, damaged or defaced by reason of work done under this contract shall be restored to a condition satisfactory to the COTR.

**H.21 OPERATION AND MAINTENANCE INSTRUCTIONS:**

- A. Prior to final acceptance of the project, the Contractor shall submit three (3) copies each of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.
1. Manuals shall show all controls (switches and valves) and give instructions on functions of each.
  2. Manuals shall give proper operating, reading or tolerances for all gauges and other control indicating devices.
  3. Manuals shall show the location of all items requiring periodic maintenance operations and specify recommended intervals of maintenance and recommended lubricants, and a listing of spare parts.
  4. Manuals shall include diagrammatic sketches or actual layouts of mechanical and electrical system showing location of all control items such as fuses, circuit breakers, indicator lights, dials, gauges, valves, thermostats, aquatints, cleanouts, and switches.
- B. Manuals shall be bound separately into appropriate sets, i.e., air conditioning system, heating system, ventilating system, lighting system, ship equipment, plumbing system, incinerator, sprinkler system, sound system, clock and bell system, power operated door system and special equipment.
- C. Manuals shall be delivered not less than one (1) week before DC personnel assume operation of the system.

**H.22 EROSION AND POLLUTION CONTROL:**

- A. The Contractor shall provide erosion control facilities as approved and as required to fulfill the requirements of Health Regulations of the District of Columbia.

- B. The Contractor shall take such measure, as determined to be adequate in the opinion of the Contracting Officer, that will prevent soil erosion from the site in question.
- C. All operations shall be conducted in such a manner as to prevent when possible and otherwise minimize the contamination of watercourses by sediment bearing materials or other pollutants.
- D. Effective erosion control shall be maintained for the duration of any suspension of all or a portion of the construction operation.

**H.23 GOVERNMENT INSPECTORS:**

- A. The work shall be conducted under the general direction of the COTR and is subject to inspection by his appointed Inspectors to ensure strict compliance with the terms of the contract. No COTR or Inspector is authorized to change any provision of the contract documents without written authorization of the Contracting Officer.
- B. The presence of or absence of an Inspector shall not relieve the Contractor from compliance with material and workmanship requirements of the contract.

**H.24 DRAWINGS AND SPECIFICATIONS:**

- A. Pursuant to Article 2 of the General Provisions, Standard Contract Provisions, the general character and scope of the work are illustrated by the specifications and drawings listed in Sections J.1 and J.2. Any additional detail drawings and other information deemed necessary by the Contracting Officer will be furnished to the Contractor when and as required by the work.
- B. In case of differences between small and large scale drawings, the large scale drawings shall govern.
- C. Where on any of the drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to those portions indicated in the outline.
- D. Where similar work occurs in the drawings, it shall be interpreted in its general sense and not as meaning identical and all details shall be worked out in relation to their location and their connection with other parts of the work.
- E. In case of differences between the schedules and small or large scale drawings, the schedules shall govern.
- F. In cases of differences between the specifications and standards, and in cases of differences between drawings and the specifications, the specifications shall govern.

**H.25 REFERENCE TO CODES AND REGULATIONS:**

- A. Where the District of Columbia codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.
- B. Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.
- C. Requirements of codes and regulations shall include revisions, amendments and supplements thereto-in effect on the day of the Invitation for Bids.

**H.26 SINGULAR OR PLURAL NUMBERS:**

Where any device or part of equipment is herein referred to in the specifications or on the drawings in the singular or plural number, such reference shall be deemed to apply to as many such devices as are required to complete the installation as shown on the drawings.

**H.27 ENGINEERING AND LAYOUT SERVICES:**

- A. The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. The Contractor shall verify the figures shown on the drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- B. The COTR has established such general reference points as will enable the contractor to proceed with the work. If the contractor finds that any previously established reference points have been destroyed or displaced, he shall promptly notify the COTR.
- C. The Contractor shall make no change in locations without the written approval of the Contracting Officer. Any of them which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall, subject to prior approval by the Contracting Officer, be replaced and accurately located by the Contractor.

**H.28 BUILDING LINES AND BATTER BOARDS:**

(Prior to commencing construction)

- A. The general contractor shall obtain a Plat of Computations from the D.C. Surveyor's Office to ascertain official reference points from which the property survey can be made.
  - 1. The contractor shall establish and have platted on site, all building lines, building restriction lines and property lines shown on drawings, utilizing the service of a registered professional surveyor regularly engaged in such practice.
  - 2. The contractor shall also establish critical grade and boundaries for construction of running tracks and similar facilities, where distance

measurements are important, utilizing the service of a registered professional surveyor.

3. Two (2) copies of plat showing such lines and grades with a registered professional surveyor's certification of their correctness, shall be submitted to the Contracting Officer.

**H.29 WALL CHECK:**

- A. After foundations are in place and walls have been defined, but before additional construction and work is effected, the contractor shall cause a wall check to be made by the same registered professional surveyor who established the building lines and property lines.
- B. The contractor shall obtain certification by the D.C. Surveyor's Office of the location of the foundation walls by submitting his registered professional surveyor's certification prior to proceeding with construction.

**H.30 INTERFERENCE:**

(Mechanical Equipment, Piping, Ducts and Electric Conduits)

- A. All mechanical and electrical work associated with the separate sections of the specifications shall be coordinated with work of all other trades so as to avoid any interference with installation of pipes, ducts and conduits.
  1. The sizes and locations of the pipes, ducts, electrical conduits and the method of running them are shown on the drawings, but it is not intended to show every offset and fittings or every architectural or structural obstacle that will be encountered during the installation of the work. The alignment of pipes, ducts and conduits shall be modified from that shown on the drawings, where necessary, without extra expense to the Government.
  2. The contractor shall furnish such materials and labor, as necessary, to make the piping, ducts and conduit modifications as required, due to building obstructions and to complete the installation in accordance with best practice of the trades and the satisfaction of the COTR.

**H.31 CONTRACT DOCUMENTS FURNISHED:**

- A. The District will furnish to the Contractor, free of charge, two (2) sets of drawings and specifications and one (1) set of reproducible sepia mylar of the drawings. The contractor is responsible for the reproduction or otherwise obtaining all contract documents in excess of the numbers stated above, which may be required by him. These reproducibles shall be used as the basis of the as-built drawings required under the H.37.

- B. Contract documents to be furnished by the District may be obtained, upon twenty-four (24) hours advance notice, from the Contracting Officer's Technical Representative, Telephone Number (202) 724-4109, in the Office of Property Management, 11th Floor, 441 4<sup>th</sup> Street, N.W., Washington, D.C. 20001.

### **H.32 PHOTOGRAPHS:**

- A. Site Condition Photographs: Prior to start of construction work, the Contractor shall provide a minimum of five (5) site condition photographs of adjoining private and public property, including sidewalks, driveways, curbs, gutters, fences, trees, shrubbery, retaining walls and other improvements on and around the perimeter of the project site which may be subject to damage claims. The location of photographs shall be as directed by the Project Inspector. Photographs shall conform to requirements specified below.
- B. Progress Photographs: (15<sup>th</sup> day of the month)
1. Size approximately 8 x 10-1/2 inches.
  2. Taken as directed by the COTR.
  3. All photographs shall have an extension (title margin) of approximately 3/4 inch clear paper at bottom of 10-1/2 inch side, with the following information printed or typed thereon:
    - a. Name of project and contractor;
    - b. Location of photographs in relation to project;
    - d. Identified as to subject matter shown on photographs;
    - e. Dates taken; and
    - f. Serial numbers.
  4. Glossy finish, mounted on linen. Provide a 1 inch wide binding margin on the left side.
  5. Number of photographs in each submission:
    - a. Prior to starting work, three (3) (in addition to site condition photographs).
    - b. All other submissions shall be a minimum of four (4).
  6. Submitted to the COTR each month.
- C. Finished Project Photographs: After building has been constructed, site cleaned up and project is ready for acceptance by the Using Agency, two (2) prints each of four (4) photographs, plus the negatives, shall be furnished as follows:
1. One perspective view of project.
  2. Three (3) photographs of areas designated by representatives of the COTR.

3. Photographs shall be 8 x 10-1/2 inch size, with the following information printed on back:
  - a. Name of project; and
  - b. View shown on photograph.
- D. Should the number of photographs provided be other than that specified above, a change order would be issued adjusting the contract amount in accordance with Article 3 of the Standard Contract Provisions.
- E. All photographs shall be taken by a professional photographer on a minimum 4 x 5 inch negative size and all enlargements shall be clear with the proper contrast.
- F. Photographs may be submitted by taking photos using digital cameras that provide the same degree of clarity and sharpness. However, all the submittals shall be in the same aforementioned format except in lieu of submitting the negatives the contractor shall submit the photos on the disks.

**H.33 CONTRACT MODIFICATIONS:**

- A. The purpose of this paragraph is to define a standard procedure for determining reasonable costs and times for purpose of making equitable adjustments under Article 3, CHANGES, of the Standard Contract Provisions, General Provisions section.
- B. Unless otherwise specifically provided in the contract, the following procedure shall be used:
  1. Where the nature of the change is known sufficiently in advance of construction to permit negotiation, the parties shall attempt to agree on a fully justifiable price adjustment or adjustment of time for completion.
  2. If the parties fail to agree upon an equitable adjustment prior to the time the proposed change affects the contract work, or if the Contracting Officer determines it is not feasible to reach an agreement regarding an equitable adjustment, either due to lack of time or other reasons, the Contracting Officer will order the change in accordance with Article 3 of the General Provisions and the contractor shall proceed with the execution of the work so changed.
- C. Equitable adjustments shall be determined in the following manner, unless otherwise specifically stated in the contract.
  1. Whenever a change is proposed or directed, the Contractor shall submit a proposal or breakdown within fifteen (15) days and it should be acted upon promptly by the Contracting Officer.
  2. Price Adjustments
    - a. If agreement on costs cannot be reached prior to execution of changed work, payment will be made for the actual costs provided records of



such costs are available and that such costs are reasonable and predicated on construction procedures normally utilized for the work in question. If not, then payment shall be based on standard trade estimating practice.

- b. Where basis of equitable adjustments is the actual cost incurred in performing changed work, the Contractor shall furnish the District with a complete breakdown of costs, covering the subcontractors work, as well as his own, individually itemizing the following:
- . Material quantities and unit prices
  - . Labor hours and basic hourly rate for each labor classification
  - . Fringe benefits rate for each classification
  - . Construction equipment
  - . Overhead
  - . Profit
  - . Commission
  - . FICA, FUTA and DUTA (applied in basic hourly wage costs).
- c. Substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes shall be furnished at the request of the District.
- d. The percentage for overhead, profit and commission to be allowed shall in no case exceed the following and shall be considered to include, but not limited to, insurance, other than mentioned herein, field and office supervisor and assistants above the level of foreman, incidental job burdens and general office expense, including field and home office. No percentage for overhead and profit will be allowed on FICA (Social Security), FUTA (Federal Unemployment and DUTA (District Unemployment) taxes:

	Overhead	Profit	Commission
1. To Contractor on work performed other than his/her own forces.	-	-	10%
2. To Contractor and/or Subcontractor for that Portion of work performed By their respective forces.	10%	10%	-
3. From Contractor on deleted work to have been performed by other than his/her own forces.	-	-	5%
4. From Contractor or subcontractor on deleted	-	-	5%

work performed by his/  
her own forces.

- e. When a change consists of both added work and deleted work, the applicable percentage shall be applied to the net cost or credit.
  - f. Where more than one tier of subcontractors exists, they shall be treated as one subcontractor for purposes of markups. That is, only one overhead and one profit percentage for the subcontractors and one commission percentage for the prime contractor shall be applied to actual cost of work performed regardless of the number of tiers of subcontractors.
2. Changes in the period of performance: Where a change affects the time required for the performance of the contract, the Contractor shall describe in detail how such change affects overall performance or work specifically stating the proposed decrease or increase in the period of contract performance in calendar days.
4. If the project includes requirements for Construction Program Management, the changes in the contract period of performance, if any, resulting from change order work will be calculated in the following manner:
- a. New durations for work activities by the change order will be incorporated into the next computer printout. Time extensions will be directly based on the extent to which the contract completion date is hereby extended.
  - b. Should new work activities be required to supplement existing activities, they will be incorporated into the computer printout to verify total effect, if any, on the contract completion date.
  - c. Every attempt will be made to reach an agreement between the Contractor and the COTR on the number of days by which activity duration will be extended. Should an agreement not be reached within fifteen (15) days after Contractor receives the directive, the COTR will assign a reasonable duration to be used in determination of job progress.
- D. If performance of the work is delayed by any of the causes specified in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Construction Contract, 1973, as amended, a contract time extension may be justified.
1. In requesting an extension to the contract period of performance, the written request should be supported by, but not necessarily limited to the following:
- a. Reasons/cause of the delay
  - b. Inclusive dates of the delay
  - c. Specific trades affected

- d. Portion (s) of work affected and the duration thereof
  - e. Status of work affected before delay commenced
  - f. Net effect on overall project completion
  - g. In the case of late delivery of materials and/or equipment, back up date, correspondence and documentation should include but not be limited to the following: establishment that prior to ordering there was a reasonable assurance of timely supply; copies of orders establishing the data placed copies of invoices, delivery receipts and the like showing shipping or delivery dates; and copy of correspondence showing diligent attempts to obtain materials when needed from other sources.
- 2. All documentation should demonstrate that any delay was unforeseeable and without the fault or negligence of the Contractor, subcontractor or supplier involved. The Contractor will be entitled only to the additional number of days the project is delayed which is current with another delay for which a time extension has been granted or for which a valid request has been submitted.
  - 3. In case of delays due to strikes, documentation shall include evidence of when and what trades struck, with reasons for the strike, prompt submittal of notice when the strike was ended and the date thereof, analysis of the effect of the strike on the completion of the contract work.
  - 4. In case of delays due to unusually severe weather, documentation shall include daily temperature and precipitation records for each period of delay involved and explanation of delaying effect, including number of days that construction was delayed as against the normal anticipated days as a result of unsuitable working conditions following the period of unusually severe weather.

**H.34 SCAFFOLDING:**

- A. The Contractor shall erect adequate scaffolds as required to perform the work in accordance with the Safety Code of the DC Minimum Wage and Industrial Safety Board and so that the work may be inspected by COTR.
- B. Scaffolds shall not be erected until ready for use.
- C. The work will be inspected by the COTR upon the Contractor's advising of completion of contract requirements, and the scaffolding shall be promptly removed upon acceptance of work.
- D. Wherever possible, the Contractor shall use the swinging scaffolds for exterior work under this contract.
- E. Where swinging scaffolds are not practicable, the Contractor will be permitted to use other types of scaffolds provided:
  - 1. The Contractor shall prepare a list of areas and give the types of scaffold(s) he will use for each area.

2. The list shall be submitted not later than ten (10) calendar days after the contract is awarded.

**H.35 EXISTING EQUIPMENT REMAINING IN USE:**

- A. During the contract term, any existing equipment remaining operational temporarily as indicated or specified shall be maintained by the D.C. Government Personnel.
- B. The Contractor shall coordinate with the Contracting Officer for removal time of equipment so salvage of components for use on equipment remaining in use may be accomplished.

**H.36 TESTING AND CARE OF DRAINAGE FACILITIES:**

- A. Prior to commencement of other work under the contract, the Contractor shall conduct tests to ascertain the condition of existing drainage lines in accordance with the following requirements:
  1. On projects where work is to be executed in the area of roof drains and areaways drains, the Contractor shall conduct a hose test on each drain line using a  $\frac{3}{4}$  inch inside diameter garden hose without a nozzle and full pressure from an existing hose cock.
  2. On projects where work is to be executed in the area of storm drainage structures such as yard drains, curb drains and catch basins, the Contractor shall conduct a hose test using a fire hose under pressure from a fire hydrant.
  3. On projects where new work is to be connected to existing drainage lines, the Contractor shall conduct a test on each line affected to ascertain that the lines are clear and will handle their full capacity. Test shall be conducted with any apparatus that will establish the rate of flow.
  4. In addition to before and after tests specified in subparagraphs A and D of this section, the Contractor shall execute tests on new installations in accordance with the plumbing section of these specifications.
- B. All testing shall be performed in the presence of the Project Inspector and COTR. The Contractor shall notify the COTR two (2) working days in advance of the testing.
- C. The Contractor shall promptly notify the COTR in writing of any existing drain lines found to be deficient. The Contracting Officer will initiate remedial action by D.C. Government personnel or issue a change order in accordance with provisions of Article 3, CHANGES, of the Standard Contract Provisions, General Provisions section.
- D. Subsequent to proof of line clearance, the Contractor will be held responsible for maintaining all lines in clear and clean condition and shall remedy any deficiencies that may occur at no cost to the District until the final acceptance date of the contract.

Tests as specified in subparagraph A (1), (2) and (3) shall be repeated just prior to final acceptance to demonstrate clearance.

### **H.37 AS-BUILT DRAWINGS**

- A. General: The Contractor shall, upon completion of each facility under this contract, prepare and furnish to the COTR, as specified herein, as-built drawings. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings, and all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, including all additional work not appearing on the contract drawings, and all changes which are made after any final inspection of the contract work. In the event the Contractor accomplished additional work which changes the as-built conditions of the facility after submission of the final as-built drawings, the Contractor shall furnish revised or additional drawings as required to depict final as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings specified in this paragraph.
- B. Preliminary As-Built Drawings: The Contractor shall maintain a full size set of contract drawings for depicting a daily record of as-built conditions. The drawings shall be maintained in a current condition at all times during the entire contract period and shall be readily available for review by the COTR at all times. These drawing shall be updated daily by the Contractor showing all changes from the contract plan which are made in the work, or additional information which might be uncovered in the course of construction. This information shall be recorded on the prints accurately and neatly by means of details and notes. The drawings shall show but not be limited to the following information:
1. The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions of permanent features.
  2. The location and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.
  3. Correct grade or alignment of roads, structures, or utilities if any changes were made from contract plans.
  4. Correct elevations if changes were made in site grading.
  5. Changes in details of design or additional information obtained from working drawing specified to be prepared or furnished by the Contractor, including but not limited to fabrication, erection, installation and placing details, pipe sizes, insulation material, and dimension of equipment foundations.
  6. The topography and grades of all drainage installed or affected as part of the project construction.
  7. All changes or modifications of the original design shall result from final inspection.

8. Where Contract Drawing or Specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.
9. Submittal to COTR for review and approval:
  - a. Two (2) copies of the preliminary as-built marked prints shall be delivered to the COTR at the time of final inspection of each facility for review and approval.
  - b. If upon review of the preliminary as-built drawings, errors and/or omissions are found, the drawings shall be returned to the Contractor for corrections. The contractor shall complete the corrections and return the drawings to the COTR within ten (10) calendar days.
  - c. Upon approval, one (1) copy of the as-built marked up prints, along with the original contract mylar for the facility, will be returned to the Contractor for use in preparation of final as-built drawings.
  - d. The information from the approved preliminary as-built drawings shall be incorporated into the final as-built mylar in a neat, accurate and professional manner.
- C. Draftsmanship: Only personnel proficient in the preparation of engineering drawings to standard, satisfactory and acceptable to the COTR shall be employed to modify contract mylar reproducible or prepare new drawings. All additions and corrections to the contract mylar shall be neat, clean, legible and shall match the adjacent existing line work or lettering being annotated in type, density, size and style. All pencil work shall be done with plastic drawing lead suitable for use on mylar material. The grade of lead shall be such that it will produce a sharp clear heavy black line similar to ink.
- D. Final As-Built Drawings: When final revisions have been completed, drawings shall be lettered or stamped with the words "RECORD DRAWING" in letters at least 3/8 inch high placed above the title block, if space permits; if not, below the title block between the border and the trim line. The date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest existing revision notation. Markings on the reverse side of the drawings will not be permitted.
  1. Title block to be used for any new as-built drawings shall be similar to that used on the original drawings.
  2. New or added drawings shall be full size to match the overall dimensions of the Government supplied mylar.
  3. The COTR will review any final as-built drawings for accuracy and conformance to the drafting standard and other requirement contained in this and other sections. The Contractor shall make all corrections, changes, additions, and deletions required to meet these standards.

4. The final as-built record drawings (mylar) shall be completed and returned to the COTR within sixty (60) calendar days after the final inspection of the facility to which the drawings apply, unless additional time is granted by the COTR.
5. If the District furnishes the original contract drawings in digital format the Contractor shall submit the as-built drawings on zip disks (3 copies) using AutoCAD 2000 format.

**H.38 INSPECTOR'S OFFICE**

- A. Not applicable for this contract.

**H.39 51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.39.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").

**H.39.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, Attachment J.4, in which the Contractor shall agree that:

1. The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and
2. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.39.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

1. Number of employees needed;
2. Number of current employees transferred;
3. Number of new job openings created;
4. Number of job openings listed with DOES;
5. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
6. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - a. Name;
  - b. Social Security number
  - c. Job title;

- d. Hire date;
- e. Residence; and
- f. Referral source for all new hires.

**H.39.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.39.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

1. Document in a report to the Contracting Officer its compliance with the section H.39.4 of this clause; or
2. Submit a request to the Contracting Officer for a waiver of compliance with section H.39.4 and include the following documentation:
  - a. Material supporting a good faith effort to comply;
  - b. Referrals provided by DOES and other referral sources;
  - c. Advertisement of job openings listed with DOES and other referral sources; and
  - d. Any documentation supporting the waiver request pursuant to section H.39.6.

**H.39.6** The Contracting Officer may waive the provisions of section H.39.4 if the Contracting Officer finds that:

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.39.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.39.5 and H.39.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.39.4 or whether a waiver of compliance pursuant to section H.39.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the



determination forward a copy of the determination to the Agency Chief Financial Officer (CFO) and the COTR.

**H.39.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.39.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.39.8.

**H.39.9** The provisions of sections H.39.4 through H.39.8 do not apply to nonprofit organizations.

#### **H.40     AUDITS, RECORDS, AND RECORD RETENTION**

**H.40.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

**H.40.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

**H.40.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

**H.40.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

**H.40.5** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

**H.40.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**PART II****SECTION I: CONTRACT CLAUSES****I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:**

The Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973 and amendments thereto are incorporated herein by reference, with the same force and effect as if given in full text.

**I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:**

- A. The Contractor shall be bound by the Wage Determination No. DC030003, Modification 14, dated 08/20/04, issued by the U.S. Department of Labor for Building Construction contracts and incorporated herein as Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract.
- B. In accordance with the applicable provisions of 29 CFR, Part 1, which requires the correct wage determination and the appropriate wage rates there in be incorporate into this contract, General Wage Decision No. DC030003 Modification 14, dated 08/20/04 is bound herein and contains the specific applicable wage rates, which are Building Construction Rates.
- C. Further, as set forth in 29 CFR, Part 1, Section 1.6 (c) (3) (IV), if the intent to award letter is not issued within ninety (90) days of bid opening, all intervening modifications (or new wage decision) are made a part of this contract. The Contractor will be reimbursed this added labor cost.

**I.3 CONFLICT OF INTEREST:**

- A. No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code Section 2-310.01, and Chapter 18 of the DC Personnel Regulations).
- B. The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

**I.4 EQUAL EMPLOYMENT OPPORTUNITY:**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated in Section K. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Office of Local Business Development.

**I.5 INSURANCE:**

- A. General: Prior to commencement of any contract work of any nature, and in addition to other insurance bonds or securities required by law or under contract terms, the Contractor shall procure and maintain during the life of the contract, the following types of insurance set forth.
- B. Bodily Injury Liability and Property Damage Liability Insurance:
  - 1. The Contractor shall furnish evidence satisfactory to the District of Columbia that, with respect to the operations he performs, he carries in his own behalf insurance with minimum per occurrence limits of \$500,000.00 for bodily injury and occurrence aggregate limits of \$20,000.00 for property damage.
  - 2. A specimen copy of the Contractor's complete insurance policy shall be furnished to and approved by the District prior to commencement of any work.
- C. Motor Vehicle Insurance:
  - 1. The Contractor shall furnish evidence satisfactory to the District of Columbia that with respect to the operations he performs, he carries in his own behalf, Motor Vehicle Insurance with per person occurrence limits of \$200,000.00/\$500,000.00 for bodily injury and occurrence aggregate limits of \$20,000.00 for property damage. This policy shall cover all owned, hired or non-owned motor vehicles used in conjunction with the project.
  - 2. A specimen copy of the Contractor's complete insurance policy shall be furnished to and approved by the District prior to commencement of any work.
- D. Worker's Compensation:

The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply, at all times, with the provisions of the workers' compensation laws of the District.

**E. Employer's Liability:**

The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000.00).

**F. Insurance Conditions:**

1. All insurance provided by the Contractor, as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation, 810 – 1<sup>st</sup> Street, N. E., #701, Washington, D. C. 20002, with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.
2. In addition to the policies required, a certificate of insurance shall be attached to each policy and shall make reference to this paragraph, and shall contain a provision that the District be notified thirty (30) days in advance of any contemplated change in the policy of whatever nature.
3. Each policy shall be certified to be complete in accordance with specific contract provisions by an officer of the issuing insurance agency.
4. Notice of any change or cancellation of the above insurance shall be sent directly to the Contracting Officer.
5. Insurance shall be carried until all required contract work is complete as evidenced by the District's formal acceptance. All policies and certificates shall be provided to the Contracting Officer upon receipt of the Notice to Proceed.
6. Each insurance policy shall contain a binding endorsement that: The insurer hereby warrants and agrees that it shall not cancel or alter the insurance coverage afforded by this policy, except after thirty (30) days written notice has been received by the Contracting Officer from the insurer.

**G. Measure of Payment:** No measure or payment shall be made. Cost of insurance shall be reflected and distributed among contract pay terms.**I.6 ANTI-DISCRIMINATION CLAUSE:**

The Contractor:

1. Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);

2. Shall include a similar clause in every subcontracts, except subcontracts for standard commercial supplies or raw materials;
3. Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

**I.7 PRE-AWARD APPROVAL**

In accordance with D.C. Official Code 2-301.05a and 1-204.51(c), the Council must approve award of any contract that has obligations that extend beyond the year for which funds have been appropriated.

**I.8 DISPUTES**

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:
  - (1) A description of the claim and the amount in dispute;
  - (2) Any data or other information in support of the claim;
  - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (4) The Contractor's request for relief or other action by the contracting officer.
- (b) The Contracting Officer may meet with the contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity

of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(e) The Contracting Officer's written decision shall do the following:

- (1) Provide a description of the claim or dispute;
- (2) Refer to the pertinent contract terms;
- (3) State the factual areas of agreement and disagreement;
- (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (6) Indicate that the written document is the contracting officer's final decision; and
- (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

(g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

(2) Liability under this paragraph (7) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

(i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

**C. Claims by the District against a Contractor**

(a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (b)(1) The Contracting Officer shall decide all claims by the District against a Contractor arising under or relating to a contract.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
  - (a) Provide a description of the claim or dispute;
  - (b) Refer to the pertinent contract terms;
  - (c) State the factual areas of agreement and disagreement;
  - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (f) Indicate that the written document is the Contracting Officer's final decision; and
  - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

**PART III**

**SECTION J: LIST OF ATTACHMENTS**

- J.1 Office of Property Management Specifications for this project**
- J.2 Office of Property Management drawings for this project.**
- J.3 Required Labor Contract Provisions and Wage Determination No. DC030003, Modification 14, dated 08/20/04, issued by the U.S. Department of labor for Building Contracts.**
- J.4 First Source Employment Agreement**
- J.5 Local Business Opportunity Commission Certification Package**



# **ATTACHMENT J.3**

## **WAGE DETERMINATION**

**REQUIRED LABOR CONTRACT PROVISIONS**

**PAYMENT OF PREDETERMINED MINIMUM WAGES**

**A. Standard Contract Clauses (Contracts exceeding \$2,000.00)**

**1. Minimum Wages**

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the contractor or developing of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor, United States Department of Labor, hereinafter referred to as the Secretary of Labor, under the Copeland Act (29 CFT, Part 3), the full amount of wages and bona-fide fringe benefits (or cash equivalents thereof), due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona-fide fringe benefits under Sections (1)(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics, are considered wages paid to such laborers or mechanics subject to the provisions of paragraph A(1)(iv) of this Section; also regular contributions made or costs incurred for more than a weekly period (but not less than often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in A(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph A(1)(ii) of this Section), and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The Contracting Officer of the District of Columbia, Office of Property Management, hereinafter referred to as the Contracting Officer, shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be

employed under the contract shall be classified in conformance with the wage determination. The

Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  10. The classification is utilized in the area by the construction industry; and
  11. The proposed wage rate, including any bona-fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, agree with the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.
- (A) In the event the contractor, or the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (B) The wage rate (including fringe benefits where appropriate), determined pursuant to sub-paragraphs (1)(B) or (1)(C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona-fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider, as part of the wages of any laborer or mechanic, the amount of any cost reasonably anticipated in providing bona-fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor

may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

**2. Withholding**

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the United States Department of Labor, withhold or cause to be withheld from the contractor, under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or developing of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

**3. Payrolls and Basic Records**

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona-fide fringe benefits or case equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly numbers of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the District of Columbia Government if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the District of completely all of the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee), employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraphs (a)(3)(ii)(B) of this section.
- (D) The contractor shall notify the Contracting Officer, in writing, of all periods of which no work is performed. This notification applies to the prime contractor and to all subcontractors.
- (E) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under paragraph A(3)(I) of this section available for inspection, copying or transcribing by authorized representatives of the Contracting Officer or the United States Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees**

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona-fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such as apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (a) Trainees. Except as provided in 20 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.
- (b) Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate whose not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (c) In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (d) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements and Executive Order 11246, as amended and 29 CFR Part 30.

**5. Compliance with Copeland Act Requirements**

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

**6. Subcontracts**

The contractor or subcontractor shall insert in any subcontracts, the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Contracting Officer may, by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract Termination: Debarment**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements**

All rulings and interpretations of the Davis-Bacon and related Acts contained in 20 CFR Parts 1, 3 and 5 are herein incorporated by reference in this contract.

**9. Disputes Concerning Labor Standards**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**10. Certification of Eligibility**

A. By entering into this contract, the contractor certifies that neither it (nor he or she), nor any person or firm who has an interest in the contractor's firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(i) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**B. Contract Work Hours and Safety Standards Act**

The Agency Head shall cause or require the Contracting Officer to insert the following clauses set forth in paragraphs B(1), (2), (3), and (4) of this Section in full, in any contract subject to the overtime provisions of the contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of Part 4 of 29 CFR. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**1. Overtime Requirements**

No contractor or subcontractor contracting for any part of the contract work may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week, whichever is greater.



**2. Violation: Liability for Unpaid Wages:****Liquidated Damages**

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clauses set forth in subparagraphs (1) of this paragraph.

**3. Withholding for Unpaid Wages and Liquidated Damages**

The Contracting Officer shall, upon his own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract, subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**4. Subcontracts**

The contractor or subcontractor shall insert in any subcontracts, the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Contract Work Hours and Safety Standards Act**

In addition to the clauses contained in paragraph B, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, the Agency Head shall cause or require the Contracting Officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct

classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the Contracting Officer to insert in any such contract, a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**SPECIAL STIPULATIONS PERTAINING TO WAGE RATES**

RATES OF WAGES determined by the Secretary of Labor, shall apply if the contract is in excess of \$2,000.00 in amount. The Secretary of Labor has determined that the wage rates for various classes of mechanics and laborers, enumerated in the attached schedule, were prevailing in the area in which the work is to be performed at the time of Invitation for Bids.

Each class of laborers and mechanics listed in the attached schedule shall receive not less than the minimum rate of wage specified therein. In the event that it becomes necessary to employ any laborer or mechanic whose work is not covered by any of the classifications in said schedule, he shall be paid not less than the prevailing rates of wages for the class of work done by him. Such rate shall be predetermined by the Department of Labor through the Materiel Management Officer. In case any disputes arises as to what are the prevailing rates of wages for work of similar nature, which cannot be adjusted by the Contracting Officer, the matter shall be referred to the Secretary of Labor for determination, whose decisions thereon shall be conclusive on all parties.

While the wage rates listed have been determined to be the prevailing rates for the occupations specified, and the minimum allowable under this specification, it is the responsibility of the contractors to inform themselves as to the local labor market and conditions, including any pending legislation or existing collective bargaining agreements which provide for future increase in rates.

The contractor shall abide by and conform to all applicable laws, Executive Orders, regulations and orders of Federal Agencies authorized to pass upon and determine wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed.

The District of Columbia may award contracts for other work at the building and site, and this contractor shall fully cooperate with such other contractors and shall not commit or permit any act in connection with employment of labor, or otherwise, which will interfere with the performance of work by any other contractor.

Bidders are required to fully inform themselves on the conditions relating to construction and labor under which work is now being performed, and this contractor must employ such methods and means in carrying out his work as will not cause any interruption or interference with any other contractor.

GENERAL DECISION: **DC030003** 08/20/2004 DC3

Date: August 20, 2004

General Decision Number: **DC030003** 08/20/2004

Superseded General Decision Number: DC020003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number      Publication Date

0	06/13/2003
1	10/03/2003
2	10/31/2003
3	01/09/2004
4	03/19/2004
5	04/02/2004
6	05/14/2004
7	06/11/2004
8	06/18/2004
9	06/25/2004
10	07/02/2004
11	07/09/2004
12	07/16/2004
13	08/13/2004
14	08/20/2004

ASBE0024-002 03/01/2004

	Rates	Fringes
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## Hazardous Material Handler

Includes preparation,  
wetting, stripping,  
removal, scrapping,  
vacuuming, bagging and  
disposing of all  
insulation materials,  
whether they contain  
asbestos or not, from  
mechanical systems.....\$ 12.43      4.59

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BRDC0001-001 04/27/2003

	Rates	Fringes
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Bricklayer.....	\$ 24.85	5.52
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CARP0132-006 05/01/2004

	Rates	Fringes
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Carpenter (Including Drywall Hanging).....	\$ 22.50	4.83
Piledriver.....	\$ 20.85	5.50

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ELEC0026-003 09/02/2002

	Rates	Fringes
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Communication Technician.....	\$ 20.60	5.09
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SCOPE OF WORK: Includes low voltage construction,  
installation, maintenance and removal of teledata  
facilities (voice, data and video) including outside plant,  
telephone and data inside wire, interconnect, terminal

equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

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ELEC0026-016 06/07/2004

	Rates	Fringes
Electrician (Excluding Communication-Low Voltage Wiring).....	\$ 29.55	9.17+3%+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

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ENGI0077-009 05/01/2004

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 23.57	5.62+a
Cranes (35 tons and above).. <td>24.74</td> <td>5.62+a</td>	24.74	5.62+a
Cranes (under 35 tons).....	\$ 24.28	5.62+a

Forklifts.....	\$ 17.00	5.62+a
Piledrivers.....	\$ 24.28	5.62+a

a. PAID HOLIDAYS:

New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

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IRON0005-001 06/01/2003

Rates	Fringes
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Ironworkers:

Structural, Ornamental and Chain Link Fence.....	\$ 24.00	8.975
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IRON0201-003 05/01/2003

Rates	Fringes
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Ironworker, Reinforcing.....	\$ 22.45	9.75
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LABO0074-001 06/01/2004

Rates	Fringes
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Laborer: Skilled.....	\$ 17.59	3.30
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FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly

stated, strippers, operator of hand derricks, vibrator operators, pipelayers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers, and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

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LABO0456-012 06/01/2004

	Rates	Fringes
Laborers:		
Mason Tender (Brick). .....	\$ 13.95	3.30
Mortarmen, Scaffold Builders	\$ 14.65	3.30

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MARB0002-002 05/01/2004

	Rates	Fringes
Marble & Stone Mason.....	\$ 27.47	10.05

INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of exisiting masonry, brick, stone and cement (restoration work)

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MARB0003-001 05/01/2004

	Rates	Fringes
Mosaic & Terrazzo Worker,		
Tile Layer.....	\$ 22.07	8.18



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MARB0003-004 05/01/2004

	Rates	Fringes
Marble, Tile & Terrazzo		
Finisher.....	\$ 17.87	7.32

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PAIN0051-004 06/01/2004

	Rates	Fringes
Glazier		
Contracts \$2,000,000 and		
under.....	\$ 21.57	6.86
Contracts over \$2,000,000...	\$ 22.79	6.86

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PAIN0051-010 06/01/2004

	Rates	Fringes
Painters:		
Brush, Roller, Spray and		
Drywall Finishers.....	\$ 21.01	6.86

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PLAS0891-003 05/01/2004

	Rates	Fringes
Cement Mason.....	\$ 23.73	4.945

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PLUM0005-007 08/01/2003

	Rates	Fringes
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## Plumber

Apartment Buildings over 4 stories (except hotels).....	\$ 18.28	6.84+a
ALL Other Work.....	\$ 28.22	10.19+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

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PLUM0602-006 08/01/2003

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 28.17	10.22+a

a. PAID HOLIDAYS:  
New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving Day and Christmas Day.

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SFDC0669-001 04/01/2004

	Rates	Fringes
Sprinkler Fitter.....	\$ 25.05	10.95

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SHEE0100-002 07/01/2004

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 28.43	9.76

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SUDC2000-001 04/12/2000

	Rates	Fringes
Laborer, Unskilled.....	\$ 11.83	2.23
Pointer, caulker and cleaner		
INCLUDES pointing,		
caulking and cleaning of		
existing masonry, brick,		
stone and cement		
structures (restoration		
work); EXCLUDES pointing,		
caulking and cleaning of		
new or replacement		
masonry, brick, stone and		
cement.....	\$ 20.00	

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates  
listed under the identifier do not reflect collectively  
bargained wage and fringe benefit rates. Other designations  
indicate unions whose rates have been determined to be  
prevailing.

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**WAGE DETERMINATION APPEALS PROCESS**

1.) Has there been an initial decision in the matter? This can

be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

# **ATTACHMENT J.4**

## **FIRST SOURCE EMPLOYMENT AGREEMENT**

**FIRST SOURCE EMPLOYMENT AGREEMENT**

Contract Number: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Ward: \_\_\_\_\_

Nonprofit Organization: (Yes) \_\_\_\_\_ (No) \_\_\_\_\_

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and \_\_\_\_\_, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

**I. GENERAL TERMS**

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.
- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.

- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156 are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

## **II. RECRUITMENT**

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.
- B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.



- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

### **III. REFERRAL**

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

### **IV. PLACEMENT**

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

### **V. TRAINING**

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

### **VI. CONTROLLING REGULATIONS AND LAWS**

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.

- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

**VII. EXEMPTIONS**

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

**VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES**

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
  - 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.
  - 3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.

- D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:
  - 1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
  - 2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
    - a. Material supporting a good faith effort to comply;
    - b. Referrals provided by DOES and other referral sources; and
    - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
  - 1. A good faith effort to comply is demonstrated by the contractor;
  - 2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
  - 3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
  - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data may be enforced by the Contracting

Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.

- H. Nonprofit organizations are exempted from the requirement that 51% of the new employees hired on the project be District residents.
- I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed:

\_\_\_\_\_  
Department of Employment Services

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

## EMPLOYMENT PLAN

NAME OF FIRM\_\_\_\_\_

ADDRESS\_\_\_\_\_

TELEPHONE NUMBER\_\_\_\_\_FEDERAL IDENTIFICATION NO.\_\_\_\_\_

CONTACT PERSON\_\_\_\_\_TITLE\_\_\_\_\_

E-mail:\_\_\_\_\_TYPE OF BUSINESS: \_\_\_\_\_

ORIGINATING DISTRICT AGENCY\_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT\_\_\_\_\_FUNDING AMOUNT\_\_\_\_\_

PROJECTED START DATE\_\_\_\_\_PROJECT DURATION\_\_\_\_\_

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

**CURRENT EMPLOYEES:** Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

[illegible]

Revised 04/03

**ATTACHMENT J.5**  
**LSDBE CERTIFICATION PACKAGE**



## LOCAL, SMALL, RESIDENT AND DISADVANTAGED BUSINESS ENTERPRISES

### CERTIFICATION APPLICATION

1. Business Name: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_ Tel:( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_
2. Business Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Ward #: \_\_\_\_\_
3. Principal Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Tel:( ) \_\_\_\_\_
4. List Business Structure (choose one):  
 \_\_\_\_\_ Corporation  
 \_\_\_\_\_ Limited Liability Corporation  
 \_\_\_\_\_ Partnership  
 \_\_\_\_\_ Sole Proprietorship  
 \_\_\_\_\_ Joint Venture
5. Date Business Established: \_\_\_\_\_ If corporation, location of corporation: \_\_\_\_\_  
 Primary business activity (if diversified, percent of each adding up to a total of 100%): \_\_\_\_\_ % Professional Service (i.e., Legal, A&E, CPA, etc.)  
 % \_\_\_\_\_ Construction                      % \_\_\_\_\_ Manufacturer                      % \_\_\_\_\_ Distribution  
 % \_\_\_\_\_ Wholesaler                      % \_\_\_\_\_ Retailer                      % \_\_\_\_\_ Service Provider
6. List the following business information (please contact listed reference phone numbers for personal assistance):

<b>Dunn &amp; Bradstreet No.:</b>	<b>(800) 333-0505</b>	<b>No.:</b>
<b>Local Unemployment Compensation No.:</b>	<b>(202) 724-7566</b>	<b>No.:</b>
<b>D.C. Franchise Tax ID:</b>	<b>(202) 727-7000</b>	<b>No.:</b>
<b>Federal Employer ID:</b>	<b>(800) 829-1040</b>	<b>No.:</b>

7. Describe the business' product line, trade or services below (attach additional pages if necessary):

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- 
- 7a. National Institute of Government Policies (NIGP) Commodity Codes (see attached, or call OCP (202) 727-0252):
- 

8. Briefly describe any specialties:\_\_\_\_\_

9. List business and office equipment, vehicles and facilities located (attach additional page if necessary):

a. Equipment and Vehicles Owned and/or Leased	Storage Location of Equipment and Vehicles	b. List All Operating Facilities (please designate principal facility)	Address, City, State & Zip

10. Identify all original and current owners/stockholders of the business (attach additional page if necessary):

Original and Current Owners/Stockholders of Business						(a) List Total Corporate Shares Authorized			
(b) Name of Owners/ Stockholders	(c) US Citizen (check X if yes)	(d) LAPR	(e) SEX	(f) Total Authorized shares/ holder	(g) % of Owner -ship	(h) Initial Capital Injection	(i) Class of Stock Issued (Common Preferred)	(j) Home Address & Phone Number	(k) Ward No.

Note: In column (c), indicate with an "X" whether the persons listed are United States Citizen or Lawfully Admitted Permanent Resident (LAPR). In columns (f) through (i), indicate investment capital, total number and type of shares issued to each owner.

11. Identify current members of Board of Directors/Owners (part a) and Officers of the Corporation (part b):

(a) Current Board of Directors/Owners							
Name	Title	Occupation	Sex	Date Appointed	Home Address	Phone Number	Ward No.

(b) Officers of Corporation/Key Personnel							
Name	Title	Operational Function(s)	Sex	Date Appointed	Home Address	Phone Number	Ward No.

## 12. List Bonding Information:

Name of Bonding Company: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

List Bonding specialties (if any) \_\_\_\_\_

Bonding Limit \$ \_\_\_\_\_

## 13. List Insurance Information:

Name of Insurance Company: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

List Insurance Type: \_\_\_\_\_ Property/Liability Limit \$ \_\_\_\_\_

## 14. List Business Banking Information:

Primary Business Bank: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

15. List Other Local Businesses (DC based) you do business with:

Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Tel: ( ) \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Tel: ( ) \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Tel: ( ) \_\_\_\_\_

16. List charitable and other contributions to the DC Community (please be specific):

Name \_\_\_\_\_ Tel.: ( ) \_\_\_\_\_

Type of Contribution: \_\_\_\_\_

Name \_\_\_\_\_ Tel.: ( ) \_\_\_\_\_

Type of Contribution: \_\_\_\_\_

17. List total amount of taxes paid to DC Government (specify type of taxes paid in the current and last tax year):

a. Check all that apply:

Current Year-To-Date:

Last Fiscal Year:

_____ Arena. . . . .	\$ _____	\$ _____
_____ Corporate. . . . .	\$ _____	\$ _____
_____ Unemployment. . . . .	\$ _____	\$ _____
_____ Personal Property. . . . .	\$ _____	\$ _____
_____ Workers Compensation	\$ _____	\$ _____
_____ Sales. . . . .	\$ _____	\$ _____
_____ Real Estate . . . . .	\$ _____	\$ _____
_____ Fuel . . . . .	\$ _____	\$ _____
_____ Business. . . . .	\$ _____	\$ _____
_____ Use. . . . .	\$ _____	\$ _____
_____ Income. . . . .	\$ _____	\$ _____

18. List the LSRDBE status you are applying for (please choose all that are applicable and refer to "Supporting Documentation Checklist"):

\_\_\_\_\_ Resident Business Ownership

\_\_\_\_\_ Local

\_\_\_\_\_ Small

\_\_\_\_\_ Disadvantaged (additional notarized affidavit required)

- a. List location of principal business site:

\_\_\_\_\_ DC \_\_\_\_\_ WSMSA (please reference "Waiver Application")

- b. Enterprise Zone - If you have listed "DC" as your principal business site, please indicate one:

\_\_\_\_\_ DC Village Economic Development Zone

\_\_\_\_\_ Anacostia Economic Development Zone

\_\_\_\_\_ At Large DC Based Business, Non-Economic Development Zone

- c. List type and qualification for Small Business Enterprise:

Industry Type Revenue Limit (last fiscal year)

_____ Construction (street, highway, bridges, etc.)	\$23 million or less
_____ Building Construction (general construction, etc.)	\$21 million or less
_____ Specialty Trade Contractors	\$13 million or less
_____ Manufacturing Services	\$10 million or less
_____ General Services	\$19 million or less
_____ Transportation and Hauling Services	\$13 million or less
_____ Goods and Equipment	\$8 million or less
_____ Personal Services (hotels, beauty, laundry, etc.)	\$5 million or less
_____ Business Services (general)	\$10 million or less
_____ Health and Legal Services	\$10 million or less
_____ Health Facilities Management	\$19 million or less
_____ Financial Institutions	\$300 million or less

19. List Workforce Information:

Workforce Information							
Name	Title	Full Time/ Part Time	Sex	Date Hired	Home Address	Phone Number	Ward No.

20. List Professional and Current Licenses:

License Type	License Number	License Expiration Date	Authorizing Entity of License


21. List Gross Annual Revenues for Last Three (3) Years:

19\_\_\_\_/\$\_\_\_\_\_19\_\_\_\_/\$\_\_\_\_\_20\_\_\_\_/\$\_\_\_\_\_

22. List Sources of Business Revenues

Source of Business Revenues Contracts/Sales	List Fiscal Year	Amount (\$)	% of Total Revenues
DC Government Prime/Sub		\$	%
Private Sector		\$	%
Other		\$	%
Total		\$	100%
Description of "Other" Sources			

23. List the Last Three (3) Contracts:

Name of Contractor Contracts/Sales	Project Name	Service Provided	Dollar Amount

24. Complete and notarize the attached Affidavit and submit to:

District of Columbia Government  
Office of Local Business Development  
441 - 4th Street, N. W., Suite 970N  
Washington, D. C. 20001  
Tel: (202) 727-3900

## SWORN AFFIDAVIT

The undersigned swears that the foregoing statements made as part of this application and submitted (with/without a bid or proposal request) are true and correct and include all material information necessary.

- 1) to identify and explain the operations of \_\_\_\_\_  
(Name of Company)
- 2) to identify the ownership thereof; and
- 3) to establish their eligibility for certification as a Resident Business Owner, Local Business Enterprise, and/or Small Business Enterprise and/or Disadvantaged Business Enterprise, and/or located within an Enterprise Zone.

Further, the undersigned agrees that if he/she has not already done so, he/she will provide directly to the Local Business Opportunity Commission (LBOC), the LSRDBE Application and supporting documents as may be required to substantiate the firm's eligibility for self-certification. This includes complete cooperation with the LBOC's certification process, and allows the examination of books, records and files of the named company at the business location or at any other place, including other companies with which the firm conducts its operations. The undersigned understands and agrees that failure to submit the required documentation could render a bid/proposal submitted under the rules of this statute null and void. The undersigned understands the D. C. Corporation Counsel may bring civil action in the Superior Court of the District of Columbia against a business enterprise and the directors, officers or principals thereof that it is reasonably believed has obtained certification by fraud or deceit or has furnished substantially inaccurate or incomplete information to the Commission which is punishable by a fine of \$100,000. A business enterprise or individual convicted of false swearing shall be subject to criminal penalties of not more than \$1,000 and/or imprisoned for not more than one (1) year (Dec. 1, 1982, D.C. Law 4-164, ss404, 29 DCR 3976) and possible debarment. If a contract is terminated due to fraud or deceit by the applicant, requiring the government to readvertise or resolicit for products or services, the undersigned will be held liable for the additional expenses incurred by the government.

If, after filing this document, there are any change(s) (during the term of the certification) in the information submitted herein, the undersigned will inform the LSRDBE Program immediately of the change(s).

### NOTARIZATION: (Sign only in the presence of a D.C. Notary)

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared (Name of D.C. Notary) \_\_\_\_\_ who is properly authorized by (Name of Firm)

\_\_\_\_\_ to execute this Affidavit and did so at his/her free act and deed.

Notary Signature: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
(SEAL) Notary Public

## **REQUIRED SUPPORTING DOCUMENTS**

### **CHECKLIST-CORPORATION**

For who: Companies registered as C-Corporation and S-Corporations with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to Submit: Existing corporations please:

1. Complete the enclosed application.
2. Provide copies of the following supportive corporate documentation:
  - a) Articles of incorporation
  - b) Executed stock certificates
  - c) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted)
  - d) Abbreviated business plan (e.g., executive summary, operations plan, organizational structure, and marketing outline)
  - e) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
  - f) Last two (2) years of corporate District and Federal Tax Returns
  - g) Resume' of key personnel
3. Principal owner(s) documentation of eligibility:
  - a) Proof of citizenship (e.g., copy of passport, birth certificate, voter registration card)
  - b) Proof of residency (e.g., copy of driver's license or picture ID and copy of current utility bill)
4. Lease/Rental Agreements
5. Profession or Trade License
6. Certificate(s) of Good Standing

New corporations (less than 1 year old) must provide:

1. All documentation as listed above, and
2. Proof of capital injection (e.g., current bank statement)
3. Comprehensive business plan

Note: Companies with principal offices located **outside** the District of Columbia must also complete a Waiver Application and meet the criteria.

Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes **MUST** be signed by an authorized tax preparer.



## **REQUIRED SUPPORTING DOCUMENTS**

### **CHECKLIST-SOLE PROPRIETORSHIP**

For who: Companies registered as a Sole Proprietorship with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

- What to Submit: Sole-Proprietorships please:
1. Complete the enclosed application.
  2. Provide copies of the following supportive sole-proprietorship documentation:
    - a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
    - b) Brief description of business or an abbreviated business plan (e.g., executive summary, operations plan, organizational structure, and marketing outline)
    - c) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
    - d) Last two (2) years of District and Federal Tax Returns
    - e) Resume' of key personnel
    - f) Proof of citizenship (e.g., copy of passport, birth certificate, voter registration card)
    - g) Proof of residency (e.g., copy of driver's license or picture ID and copy of current utility bill, certificate of occupancy)
    - h) Certificate(s) of Good Standing
    - i) Professional or Trade License (J) WUN & Brodstreet H

New sole-proprietorships (less than 1 year old) must provide:

1. All documentation as listed above, and
2. Proof of capital injection (e.g., current bank statement)
3. Comprehensive business plan

Note: Companies with principal offices located **outside** the District of Columbia must also complete a Waiver Application and meet the criteria. Please see attached.

Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes **MUST** be signed by an authorized tax preparer.

## **REQUIRED SUPPORTING DOCUMENTS** **CHECKLIST-PARTNERSHIP**

For who: Companies registered as Partnership with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to Submit: Partnerships please:

1. Complete the enclosed application.
2. Provide copies of the following supportive partnership documentation:
  - a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
  - b) Brief description of business or an abbreviated business plan (e.g., executive summary, operations plan, organizational structure, and marketing outline)
  - c) Financial statements less than 120 days old (balance statement, cash flow summary, financial projects)
  - d) Last two (2) years of corporate District and Federal Tax Returns

New partnerships (less than 1 year old) must provide:

1. All documentation as listed above, and
2. Proof of capital injection (e.g., current bank statement)
3. Comprehensive business plan

Note: Companies with principal offices located **outside** the District of Columbia must also complete a Waiver Application and meet the criteria. Please see attached.

Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes **MUST** be signed by an authorized tax preparer.

## **REQUIRED SUPPORTING DOCUMENTS** **CHECKLIST-DISADVANTAGED**

For who: Companies applying for Disadvantaged Business Enterprise (DBE) status with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

- What to Submit: Notarized Letter of Disadvantage:
1. Identification of the group (ethnic basis) for which you are claiming disadvantaged status.
  2. Summary of specific instances where the following was denied and/or affected your ability to enter the free enterprise system.
    - a) Access to capital
    - b) Access to credit
    - c) Access to bonding
  3. Principal owner's personal financials
  4. Proof of capital injection (e.g., current bank statement)
  5. Comprehensive business plan

Note: To obtain additional information about this program, please contact the Offices of Human Rights and Local Business Development, Certification Division at (202) 727-3900. All documents submitted are kept confidential and on file.

Violations: Individuals found to have submitted fraudulent or substantially inaccurate information will be subject to civil or criminal penalties (fines, imprisonment and/or debarment). Violators will also be liable for any additional expense the government incurs as a result of such violations.

Note: Newly established companies, less than two years old, **MUST** submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes **MUST** be signed by an authorized tax preparer.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF LOCAL BUSINESS DEVELOPMENT  
441 - 4TH STREET, N.W., SUITE 970N  
WASHINGTON, D. C. 20001**

**FACT SHEET  
LOCAL, SMALL, RESIDENT, DISADVANTAGED AND LOCAL BUSINESS  
CERTIFICATION PROGRAM**

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The LSRDBE Program was established in 1992 as the “Equal Opportunity for Local, Small, Resident and Disadvantaged Business Enterprises Act”. The Act, as amended in 1998, is now D.C. Law 12-268. The Sheltered Market Program, established under the Minority Contracting Act of 1976, effective March 29, 1977 (D.C. Law 1-95), was declared unconstitutional by the U.S. Court of Appeals in O’Donnell Construction v. District of Columbia, 963 F. 2d 420 (D.C. Cir. 1992). As a result thereof, the Sheltered Market Program for minority businesses was discontinued. The D.C. City Council enacted a new program entitled the “Equal Opportunity for Local, Small, Resident and Disadvantaged Business Enterprises Act” in 1992. Businesses may be certified in the Program as follows:

**Local Business Enterprises (LBE)**

LBE is a business enterprise whose principal office is located physically in the District of Columbia, licensed by the District and subject to District of Columbia taxes.

**Disadvantaged Business Enterprises (DBE)**

An applicant for DBE certification shall demonstrate to the Commission that the individuals representing at least 51 percent (51%) of those who own, operate and control the business enterprise are:

- (a) Socially disadvantaged because the individuals have faced chronic, not fleeting, instances of prejudice or bias without regard to their qualities as individuals over which they have no control due to their identity as members of a group as evidenced by the following:
  - (1) Documentation proving that the individuals seeking socially disadvantaged status as members of a group hold themselves out as members of the group.
  - (2) Documentation proving that the individuals seeking socially disadvantaged status have been isolated from the mainstream of American Society not common to business persons not socially disadvantaged; and

- (3) Documentation proving that the individuals seeking socially disadvantaged status have personally suffered social disadvantage through treatment they have experienced.
- (b) Economically disadvantaged because of diminished opportunities that have precluded these individuals from successfully competing in the open marketplace as evidenced by the following documentation on:
  - (1) The personal financial condition of the individuals seeking economically disadvantaged status;
  - (2) The financial condition of the business enterprise; and
  - (3) The applicant's lack of access to credit, capital, and the open market which is not common to business persons in general.

To be eligible for certification consideration, you must submit a letter that demonstrates historic, economic and social (education, employment, housing, banking, bonding, and contract bids) discrimination and your letter must be signed and notarized in Washington, D. C. In addition to your letter, you must submit your personal income tax return and your personal financial statement.

#### **Small Business Enterprises (SBE)**

SBE is a local business or a business enterprise that has satisfied the requirements established in Section b(13) of the Act and is independently owned, operated and controlled and has had average annualized gross receipts (for three years preceding certification) and does not exceed the limits (size standards) as follows:

<b><u>Industry Type</u></b>	<b><u>Average Annual Gross Receipts</u></b>
Construction (street, highway, bridges, etc.)	\$23 million
Building Construction (general construction, etc.)	\$21 million
Specialty Trade Contractors	\$13 million
Manufacturing Services	\$10 million
General Services	\$19 million
Transportation & Hauling Services	\$13 million
Goods & Equipment	\$ 8 million
Personal Services (hotels, beauty, laundry, etc.)	\$ 5 million
Business Services (general)	\$10 million
Health & Legal Services	\$10 million
Health Facilities Management	\$19 million
Financial Institutions	\$300 million

**Resident Business Ownerships (RBO)**

RBO is a local business enterprise owned by an individual, or a majority number of individuals, subject to personal income tax in the District of Columbia.

**Benefits:**

Disadvantaged Business Enterprises (DBEs) are eligible to receive three (3) points, in the case of proposals and a three (3) percent reduction in price, in the case of bids. Local Business Enterprises (LBEs) are eligible to receive four (4) preference points, in the case of proposals and a four (4) percent reduction in price, in the case of bids. A Resident Business Ownership (RBO) is eligible to receive three (3) preference points, in the case of proposals and a three (3) percent reduction in price, in the case of bids. Small Business Enterprises are eligible to participate in a 50% Set-Aside (contracting and subcontracting) goal program. Additionally, a two -tier small business set-aside program at the contract level that shall:

1. Include a separate set-aside program for small business enterprises with gross revenues of \$1 million or less; and
2. Provide that a business become ineligible for participation in this set-aside program when the business has gross revenues in excess of \$1 million for 2 consecutive years;
3. Establish set-aside programs for all small business enterprises, and for local and disadvantaged business enterprises, at the subcontracting level; and
4. Establish a set-aside program for local, small, or disadvantaged business enterprises for the Blanket Order Blitz at the contract level.

**Joint Ventures**

A Joint Venture is an association of two or more businesses (including one Local Business Opportunity Commission (LBOC) certified firm with at least 51% ownership, management and control), temporarily formed to carry out a single business activity or project for profit in which they combine their property, capital, efforts, skills and knowledge. The association is limited in scope and duration. The LSRDBE Venture partner must remain within the above small business size standards in order to qualify for approval, in accordance with DCMR Section 812.12.

**Enterprise Zones**

Businesses that are located within an enterprise zone or an area for which an application for designation as an enterprise zone has been submitted will be eligible for a two (2) point preference, in the case of proposals and a two percent (2%) reduction in price, in the case of bids.

**The following locations represent the economic development zones for the District of Columbia:**

- (1) The Alabama Avenue economic development zone, which is bordered on the North by the East side of Fort Stanton Park, S. E. and Suitland Parkway, S. E. and the northern property line of Saint Elizabeth's Hospital and Alabama Avenue, S. E., on the South side by Southern Avenue, S. E., on the South side by Southern Avenue, S. E., on the Northeast side along Fort Baker to 28th Street, S. E., South on 28th Street to Denver Street, S. E., South on Denver Street, S. E., to Naylor Road, S. E., and Southeast on Naylor Road, S. E., to Southern Avenue, S. E., and on the West by South Capitol Street, S. E., as designated in Mayor's Order 86-193, dated October 27, 1986 (33 DCR 7798);**
- (2) The D. C. Village economic development zone, which is bordered by I-95 on the West and South, Martin Luther King, Jr., Avenue, S. W., on the East, and Laboratory Road, S. W., on the North, as designated in Mayor's Order 86-193, dated October 27, 1986 (33 DCR 7798);**
- (3) The Anacostia economic development zone, from the West span of the 11th Street Bridge, South to Martin Luther King, Jr., Avenue, S. E., and 'S' Street, S. E., East on 'S' Street, S. E., to Naylor Road, S. E., South to Altamont Place, S. E., South to Good Hope Road, S. E., South along the West boundary of Fort Stanton Park to Suitland Parkway, S. E., crossing Suitland Parkway, S. E., at Robinson Place, S. E., Northwest along the North property-line of Saint Elizabeth's Hospital that includes approximately 40 acres adjacent to Barry Farms on the North property-line, including the area in and around the Point, and adjacent to the I295 expressway right of way on the South property-line, to the West property-line of Saint Elizabeth's Hospital, South to the Southern property-line of Saint Elizabeth's Hospital, East to Milwaukee Place, S. E., Southeast to Martin Luther King, Jr., Avenue, S. E., South to Portland Street, S. E., West to South Capitol Streets, S. E., North to Anacostia Drive, S. E., East to the West span of the 11th Street Bridge.**

### **Waiver Provisions**

**Applicants whose principal offices are not physically located within the District of Columbia may qualify for certification as SBE and DBE if they meet certain waiver provisions. The waiver provisions are based on an applicant's ability to demonstrate strong economic ties to the District of Columbia. These applicants must first satisfy the waiver provisions in order to be eligible for certification consideration.**

**All information should be submitted to the Certification Division, D.C. Office of Local Business Development, One Judiciary Square, 441 - 4th Street, N. W., Suite 970N, Washington, D.C. 20001. For more information, please contact the Certification Division staff at (202) 727-3900.**

**LSRDBE Certification Expiration**

1. **Expiration:** All certifications expire two (2) years from the date of issuance.

**How to read your certification number:**

**Sample:00-01-1234 (means)**

**Year 2000, Month 01, Certification No. 1234**

2. **Recertification:** Applications should be submitted not less than ninety (90) days before the date of expiration.

**Anticipate Recertification:**

**Sample:Expiration January 2000 (means)**

**Submitted for renewal review in October 1999**

3. **Changes/Eligibility Status:** The Local Business Opportunity Commission (LBOC) shall be notified of any changes that may affect the eligibility for certification of the applicant. See DCMR Section 812.6 of the DC Municipal Regulations on LSRDBE Contracting.

**Notify LBOC of:**

- Change of address and telephone numbers.**
- Change of ownership and/or control.**
- Other pertinent changes that affect the make-up of the company as presented in your LSRDBE certification application.**

**Note:** Failure to inform the LBOC of these changes can result in the revocation of your certification.

4. **Bidding:** A copy of the LSRDBE certification letter must be attached to the front of all bids and/or proposals for the Local, Small, Resident and Disadvantaged Business Enterprises Program. Section DCMR Sections 804.8(b), 818.2 of the DC Municipal Regulations on LSRDBE Contracting.



## **PENALTY PROVISION**

**The Corporation Counsel may bring a civil action in the Superior Court of the District of Columbia against a business enterprise and the directors, officers, or principals that it reasonably believed have obtained certification by fraud or deceit or have furnished substantially inaccurate or incomplete ownership information to the Commission. A business enterprise or individual found guilty shall be subject to a civil penalty of not more than \$100,000, in accordance with D.C. Law 12-268.**

*“Support Documents”*

*Required for Re-Certification Only*

(All documents submitted are kept confidential)

- Exhibit 1. Certification Application.
- Exhibit 2. A copy of applicant’s most recent financial statement (which is less than 120 days old)
- Exhibit 3. District and Federal tax returns for the past two (2) years.
- Exhibit 4. Current District of Columbia Professional License (i.e., Contractor, Engineer or Architect), if applicable.

*Required for Re-Certification Only*

If you are applying for Re-Certification as a Disadvantaged Business Enterprise (DBE), you must include the principle owners’ personal financial statement (less than 120 days old) and your notarized DBE letter demonstrating causes that contribute to your economically and socially disadvantaged status (access to capital, credit, bonding, equal opportunity in contracts, educational opportunities and housing).

# WAIVER APPLICATION

## GOVERNMENT OF THE DISTRICT OF COLUMBIA LOCAL BUSINESS OPPORTUNITY COMMISSION

The WAIVER APPLICATION is for companies whose principal office is NOT physically located in the District of Columbia.

Firms located outside the District of Columbia may obtain Small, Disadvantaged Business Enterprise Certification consideration IF the applicant meets 4 of the 5 following criteria: (Please complete this addendum and submit with your certification application package)

Applicant's Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Principal Address: \_\_\_\_\_

(Street Address)

(City)

(State)

(Zip)

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

1. The applicant's principal office is located in the Washington Standard Metropolitan Statistical Area\*: \_\_\_\_\_ Yes \_\_\_\_\_ No

List City and State: \_\_\_\_\_

County: \_\_\_\_\_

Documentation Required: A copy of the lease or rental agreement, or deed for the principal business office.

2. More than fifty percent (50%) of the assets of the business enterprise are located in the District of Columbia: \_\_\_\_\_ Yes \_\_\_\_\_ No

Total Assets (100%): \_\_\_\_\_ % of Assets in DC: \_\_\_\_\_

Documentation Required: Proof of ownership and value of plant/warehouse, real estate, equipment, vehicles (industry related) or IRA or other retirement account; balance sheet less than 90 days old from each jurisdiction. Utilization of local bank with principal office in DC is encouraged.

3. More than fifty percent (50%) of the employees of the business are residents of the District of Columbia.

Total Number of Employees: \_\_\_\_\_ Number of DC Residents: \_\_\_\_\_

**Documentation Required:** Employee W2 Forms or W3 Transmittal Forms for all employees who are DC residents; appropriate company contract forms for employees hired by contract; DC Unemployment Compensation Forms and/or certified payrolls not more than ninety (90) days old.

4. The owners of more than fifty percent (50%) of the business enterprise are residents of the District of Columbia.

Total Number of Owners: \_\_\_\_\_ Number of Owners in DC: \_\_\_\_\_

Percentage (%) Ownership in DC: \_\_\_\_\_

**Documentation Required:** Copy of personal income tax returns of principal owners reflecting their permanent home address; driver's license; homeowner's tax assessment and Articles of Incorporation.

5. More than fifty percent (50%) of the total sales or other revenues derived from transactions in the District of Columbia. \_\_\_\_\_ Yes \_\_\_\_\_ No

Total Sales (FY- ): \_\_\_\_\_  
 Total DC Sales Revenues (FY- ): \_\_\_\_\_  
 Percentage (%) DC Sales Revenue (FY- ): \_\_\_\_\_

**Documentation Required:** Documentation of sales (e.g., photocopies of contracts, sales tax forms and/or invoices from each jurisdiction; tax returns or income statement).

**\*Washington Standard Metropolitan Statistical Area (WSMSA)**

**Maryland Counties:** Calvert, Charles, Howard, Montgomery, Prince Georges'  
**Virginia Counties:** Arlington, Fairfax, Loudon, Prince William, Stafford  
**Virginia Cities:** Alexandria, Fairfax, Falls Church, Manassas, Manassas Park

**PART IV**

**SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER  
STATEMENTS OF BIDDERS**

1. **Certification of Eligibility**
2. **Certification Regarding Debarment, suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction**
3. **Payment to Subcontractors and Suppliers Certification**
4. **Equal Opportunity Compliance**
5. **Tax Certification Affidavit**
6. **Bid Bond**
7. **Certification as to Corporation**
8. **Certification of Independent Price Determination**
9. **Employment Agreement**
10. **Certification under “Buy American Act” (applicable to purchase of material and equipment)**
11. **Certification as to Type of Business Organization**

**CERTIFICATION OF ELIGIBILITY**

\_\_\_\_\_, being duly sworn (or  
 (President or Authorized Official of Bidder)  
 under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company)  
 or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project  
 director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any  
 Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state  
 agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in  
 any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of  
 offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action.  
 Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
 Contractor

\_\_\_\_\_  
 President or Authorized Official

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public  
 Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

At \_\_\_\_\_  
 City and State

\_\_\_\_\_  
 Notary Seal

\_\_\_\_\_  
 Notary Public

**CERTIFICATION REGARDING DEBARMENT  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

\_\_\_\_\_, being duly sworn (or  
(President or Authorized Official of Bidder)  
under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company)  
or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project  
director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any  
Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state  
agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in  
any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of  
offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action.  
Providing false information may result in criminal prosecution or administrative sanctions.

_____ Contractor	_____ President or Authorized Official
_____ Date	_____ Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this \_\_\_\_\_ day \_\_\_\_\_

At \_\_\_\_\_  
City and State

\_\_\_\_\_  
Notary Seal

\_\_\_\_\_  
Notary Public

**PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATE**

The Contractor, prior to receiving a progress payment, shall submit to the Contracting Officer, certification that the contractor has made and will make timely payments to his subcontractors and suppliers per his contractual arrangements with them.

The certification must be accompanied by a list of all subcontractors and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form.

To:

***Karen Hester, Contracting Officer  
Office of Contracting and Procurement  
441 – 4<sup>th</sup> Street, N.W., Suite 700S  
Washington, D.C. 20001***

I hereby certify:

I have made and/or will make timely payments to all my subcontractors and suppliers per my contractual arrangements with them.

\_\_\_\_\_  
Contractor/Company Name

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS****AFFIRMATIVE ACTION PROGRAM:**

Submission by the contractor and all subcontractors of an Affirmative Action Plan in compliance with the requirements of Mayor's Order 85-85 is a requirement of this contract. These Affirmative Action Plans must be received by Karen Hester, Contracting Officer, Capital Purchasing IPT, Office of Contracting and Procurement 441 4<sup>th</sup> Street, N.W., Suite 800 South, Washington D.C. 20001, within five (5) working days subsequent to the bid opening. Failure to comply in a timely manner may render the bid non-responsible.

**MINORITY AND FEMALE UTILIZATION:**

A minority utilization rate of forty-two percent (42%) for each craft and a female utilization rate of six and nine-tenths percent (6.9%) in the contractor's and subcontractors' aggregate construction workforce is applicable to this project.

**DC RESIDENT HIRING GOAL**

In accordance with the Mayor's Order 83-265. A signed First source Employment Agreement is a requirement for all contracts of \$1000,000.00 or more. Failure to sign the First Source Employment Agreement, included as a part of the bid forms, may render the bid non-responsive. The First source Employment Agreement must be submitted with the bid.

Any agreement of a contractual nature shall contain the following basic goals and objectives for utilization of BONA FIDE residents of the District of Columbia in each project's labor force:

- A. At least fifty-one percent (51%) of all jobs created are to be performed by employees who are residents of the District of Columbia.
- B. At least fifty-one percent (51%) of apprentices and trainees employed shall be residents of the District of Columbia, registered in programs approved by the DC Apprenticeship Council.

**APPRENTICESHIP PROGRAM**

All prime Contractors and subcontractors who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least \$500,000.00 let within a twelve (12) month period, shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council. (D.C. Code 3-404 1988).

**APPRENTICES AND TRAINEES**

This S.P. supplements APPRENTICES AND TRAINEES. Article 3 of STANDARD CONTRACT PROVISIONS FOR USE WITH SPECIFICATIONS FOR DISTRICT GOVERNMENT CONSTRUCTION PROJECTS, DATED 1973; as amended by the Transmittal Sheet No.5.

- (1) In Items A, B and C, except for subparagraph C5, wherever the words "Apprenticeship Council, DC Department of Labor" appear, add immediately after: "and/or U.S. Department of Labor."

The Contractor and all Subcontractors shall furnish to the Contracting Officer written evidence of the registration of his/her program and apprentice as well as the appropriate ratios and wage rates for the areas of construction, prior to using any apprentice on the contract.

**EMPLOYMENT OF THE HANDICAPPED**

The contractor and all subcontractors agree not to discriminate against any handicapped person who is qualified to perform the job and also agrees to take Affirmative Action to hire, recruit, train and upgrade qualified handicapped persons without discrimination.

**UTILIZATION OF MINORITY BANKING INSTITUTIONS:**

All prime and subcontractors are encouraged to use the services of banks and other financial institutions owned and controlled by minorities and females.

**MONTHLY EMPLOYMENT UTILIZATION REPORTS:**

Submission of Monthly Employment Utilization Reports (Form AARU-1 02) to the COTR is a requirement of this contract. These reports are due on the last working day of each month at the following address:

Mr. Hares Sayed  
Capital Construction Services Administration  
Office of Property Management  
441 4<sup>th</sup> Street, N.W, 11<sup>th</sup> Floor  
Washington, D.C. 20001

Prime contractors are responsible for timely submission of these reports from all their subcontractors. Failure to comply with this requirement may delay partial payment voucher processing.

## ON YOUR (bidder's) LETTER-HEAD

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT**

\_\_\_\_\_ SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.

\_\_\_\_\_ AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OF COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

\_\_\_\_\_ AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

\_\_\_\_\_ SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

\_\_\_\_\_ AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

\_\_\_\_\_ AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

\_\_\_\_\_ SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

\_\_\_\_\_  
**AUTHORIZED OFFICIAL AND TITLE**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**FIRM/ORGANIZATION NAME**

\_\_\_\_\_  
**DATE**

**ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY  
REQUIREMENTS**

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYORS ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, \_\_\_\_\_, THE AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THT THE CONTRATOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CONTRACT NUMBER

\_\_\_\_\_  
DATE

## EQUAL EMPLOYMENT OPPORTUNITY

### EMPLOYER INFORMATION REPORT

<b>GOVERNMENT OF THE DISTRICT OF COLUMBIA</b> DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4 <sup>th</sup> Street, NW, Suite 700 South Washington, DC 20001
Instructions: Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.	
Section A – TYPE OF REPORT	
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)	
Single Establishment Employer (1) Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
1. Total number of reports being filed by this Company. _____	
Section B – COMPANY IDENTIFICATION <i>(To be answered by all employers)</i>	
1. Name of Company which owns or controls the establishment for which this report is filed	
OFFICIAL USE ONLY	
a. _____	
Address (Number and street)	City or Town
Country	State
Zip Code	b. _____
b. Employer Identification No.	_____
2. Establishment for which this report is filed.	
OFFICIAL USE ONLY	
a. Name of establishment	
c. _____	
Address (Number and street)	
City or Town	
Country	
State	
Zip Code	
d. _____	
b. Employer Identification No.	_____
3. Parent of affiliated Company	
a. Name of parent or affiliated Company	
b. Employer Identification No.	
_____	
Address (Number and Street)	
City or Town	
Country	
State	
Zip Code	
e. _____	
Section C - ESTABLISHMENT INFORMATION	
1. Is the location of the establishment the same as that reported last year?	
Yes    No    Did not report    Report on combined last year                                   basis	
2. Is the major business activity at this establishment the same as that reported last year?	
Yes    No    No report last year    Reported on combined basis	
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.)	
OFFICIAL USE ONLY	
e. _____	
3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).	
Yes    No	

## SECTION D – EMPLOYMENT DATA

Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE			
				Black (4)	Oriental (5)	American Indian (6)	Spanish Surname American (7)	Black (8)	Oriental (9)	American Indian (10)	Spanish Surname American (11)
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operative (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employ reported in previous report											

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											

1. How was information as to race or ethnic group in Section D obtained?  
 a. Visual Survey    c. Other Specify \_\_\_\_\_  
 b. Employment Record \_\_\_\_\_
2. Dates of payroll period used \_\_\_\_\_  
 3. Pay period of last report submitted for this establishment. \_\_\_\_\_

**Section E – REMARKS** Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

## Section F - CERTIFICATION

- Check One    1. All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)  
 2. This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official  
 Date

Title

Signature

Name of person contact regarding  
 This report (Type of print)

Address  
 (Number and street)

Title                                      City and State                                      Zip Code                                      Telephone                                      Number                                      Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

## SUBCONTRACT SUMMARY FORM

SECTION II LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT

SECTION 1		1. IS THIS A *MINORITY SUB?	1. \$ AMOUNT OF SUBCONTRACT
1. NAME OF SUBCONTRACTOR		<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
2. ADDRESS		2. TRADE OR BUSINESS PRODUCT	2. _____ % (PERCENT) OF TOTAL
3. CONTACT PERSON		THAT SUB WILL PROVIDE.	PRIME CONTRACT.
4. HDBS CERT. NO.	5. PHONE NO.	1. MINORITY SUBCONTRACTOR	1. \$ _____
1.		<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
2.		2. _____	2. _____ %
3.		1. MINORITY SUBCONTRACTOR	1. \$ _____
4.	5.	<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
1.		2. _____	2. _____ %
2.		1. MINORITY SUBCONTRACTOR	1. \$ _____
3.		<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
4.	5.	2. _____	2. _____ %
1.		1. MINORITY SUBCONTRACTOR	1. \$ _____
2.		<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
3.		2. _____	2. _____ %
4.	5.	1. MINORITY SUBCONTRACTOR	1. \$ _____
1.		<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
2.		2. _____	2. _____ %
3.		1. MINORITY SUBCONTRACTOR	1. \$ _____
4.	5.	<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
1.		2. _____	2. _____ %
2.		1. MINORITY SUBCONTRACTOR	1. \$ _____
3.		<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
4.	5.	2. _____	2. _____ %
1.		1. MINORITY SUBCONTRACTOR	1. \$ _____
2.		<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
3.		2. _____	2. _____ %
4.	5.	1. MINORITY SUBCONTRACTOR	1. \$ _____
1.		<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
2.		2. _____	2. _____ %
3.		1. MINORITY SUBCONTRACTOR	1. \$ _____
4.	5.	<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
1.		2. _____	2. _____ %
2.		1. MINORITY SUBCONTRACTOR	1. \$ _____
3.		<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
4.	5.	2. _____	2. _____ %
1.		1. MINORITY SUBCONTRACTOR	1. \$ _____
2.		<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
3.		2. _____	2. _____ %
4.	5.	1. MINORITY SUBCONTRACTOR	1. \$ _____
1.		<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
2.		2. _____	2. _____ %
3.		1. MINORITY SUBCONTRACTOR	1. \$ _____
4.	5.	<input type="checkbox"/> YES <input type="checkbox"/> NO	equals( = )
1.		2. _____	2. _____ %

SOLICITATION NO: \_\_\_\_\_

MINORITY GROUP EMPLOYEES GOALS								TIMETABLES	
JOB CATEGORIES	MALE				FEMALE				
	AMERICAN				AMERICAN				
	BLACK	ASIAN	INDIAN	HISPANIC	BLACK	ASIAN	INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									
NAME OF AUTHORIZED OFFICIAL:				TITLE:				SIGNATURE:	
FIRM NAME:						TELEPHONE NO:		DATE:	
<p>INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION"</p> <p>_____ Yes      _____ No</p> <p>NAME:</p> <p>ADDRESS:</p> <p>TYPE OF ACCOUNT/S:</p>									



**DISTRICT OF COLUMBIA REGISTER****GOVERNMENT OF THE DISTRICT OF COLUMBIA**

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**ADMINISTRATIVE ISSUANCE SYSTEM**

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by Section 422 of the District of Columbia self-government and Government Reorganization Act of 1973 as amended, D.C. Code section 1-242 (1981-Ed.), it is hereby ORDERED that Commissioner's Order No. 73-51, dated February 28, 1973, is hereby rescinded and reissued in its entirety to read as follows:

1. Establishment of Policy: There is established a policy of the District of Columbia Government to:
  - (a) provide equal opportunity in employment for all persons with respect to any contract by and with the Government of the District of Columbia.
  - (b) prohibit discrimination in employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;
  - (c) provide equal opportunity to all persons for participation in all District of Columbia Government contracts, including but not limited to lease agreements, Industrial Revenue Bond financing, and Urban Development Action grants;
  - (d) provide equal opportunity to minority business enterprises in the performance of District of Columbia Government contracts in accordance with Mayor's Orders, District of Columbia laws, and rules and regulations promulgated by the Minority Business Opportunity Commission; and
  - (e) promote the full realization of equal employment through affirmative, continuing programs by contractors and subcontractors in the performance of contracts with the District of Columbia Government.
2. Delegation of Authority: The Director of the Office of Human Rights (hereinafter "Director") is delegated the authority vested in the Mayor to implement the provisions of this order as set forth herein, and any rules, regulations, guidelines, and procedures adopted pursuant thereto.
3. Responsibilities: The Director of the Office of Human Rights shall be responsible for establishing and ensuring agency compliance with the policy set forth in this Order, any rules, regulations, and procedures that may be adopted by the Office of Human Rights pursuant to this Order, and any other equal opportunity provisions as may be added as a part of any contract.
4. Powers and Duties: The Director of the Office of Human Rights shall have the following powers and duties:

- (a) to establish standards and procedures by which contractors and subcontractors who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;
- (b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of this Order, keep the contracting agency informed of all actions taken, and act through the contracting agency to the extent appropriate and practicable;
- (c) to examine the employment practices of any District of Columbia Government contractor or subcontractor, or initiate the examination by the appropriate contracting agency to determine whether or not the contractual provisions specified in any rules and regulations adopted pursuant to this Order have been violated, and notify the contracting agency of any action taken or recommended;
- (d) to monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Programs of their contractors to the Office of Human Rights for approval, to ensure compliance with the equal opportunity obligations in contracts;
- (e) to use his or her best efforts to cause any labor union engaged in work under District of Columbia Government contracts, any referral, recruiting or training agency, or any other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate in and to comply with the implementation of the purposes of this Order;
- (f) to notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State, or District, laws;
- (g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;
- (h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any contractor further District of Columbia Government contractors shall be issued without affording the contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any contractor further District of Columbia Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;
- (i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

5. Duties of Contracting Agencies: Each contracting agency shall have the following duties:

- (a) the initial responsibility for ensuring that contractors and subcontractors are in compliance

with any rules, regulations, and procedures promulgated pursuant to this Order;

- (b) to examine the employment practices of contractors and subcontractors in accordance with procedures established by the Office of Human Rights, and report any compliance action to the Director of the Office of Human Rights;
- (c) to comply with the terms of this Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance; and
- (d) to secure compliance with any rules, regulations, and procedures promulgated pursuant to this Order before or after the execution of a contract by methods, of conference, conciliation and persuasion. No enforcement proceedings shall be initiated, nor shall a contract be cancelled or terminated in whole or in part, unless such methods have first been attempted.

- 6. Procedures: The procedures to be followed in implementing this Order shall be those set forth in Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.
- 7. Severability: If any section, subsection, sentence, clause, phrase, or portion of the provisions in this Order is for any reason declared by any court of competent jurisdiction to be invalid or unconstitutional, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this order.
- 8. Effective Date: This Order shall become effective immediately.

Signed by Marion Barry, Jr.  
Mayor

ATTEST: Signed by Clifton B. Smith  
Secretary of the District of Columbia

**OFFICE OF HUMAN RIGHTS****NOTICE OF FINAL RULEMAKING**

The Director of the Office of Human Rights hereby gives notice of the adoption of the following final rules governing standards and procedures for equal employment opportunity applicable to contractors and subcontractors under District of Columbia Government Contracts. Notice of Proposed Rulemaking was published for public comment in the D.C. Register on April 11, 1986 at 33 DCR 2243. Based on some the comments received and upon further review by the Office of Human Rights, minor revisions were made in the rules at the following subsections: 1104.1, 1104.2, 1104.4, 1104.13, 1104.17(e) (5), 1104.28, 1107.1, 1199.1, and at page 15 the definition of minority was written out in addition to citing its D.C. Code. None of the revisions change the intent of the proposed final rules. Final action to adopt these final rules was taken on August 4, 1986, and will be effective upon publication of this notice in the Register.

**CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS****1100. PURPOSE**

- 1100.1 These rules shall govern standards and procedures to be followed by contractors and subcontractors performing under District of Columbia Government contracts for goods and services, including construction contracts, for the purpose of assuring equal employment opportunity for minorities and women.
- 1100.2 These rules establish requirements for contractors and subcontractors regarding their commitment to observe specific standards for the employment of minorities and women and to achieve affirmative action obligations under District of Columbia contracts. These rules are not intended nor shall be used to discriminate against any qualified applicant for employment or employee.

**1101 SCOPE**

- 1101.1 Except as hereinafter exempted, the provisions of this chapter shall apply to all District of Columbia Government contracts subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant to that Mayor's Order.

**1102 COVERAGE**

- 1102.1 The provisions of this chapter shall govern the processing of any matter before the Office Human Rights involving the following:
- (a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government contractor; and
  - (b) Achievement of affirmative action obligations under District of Columbia contracts.

## 1103 CONTRACT PROVISIONS

- 1103.1 Each contract for goods and services, including construction contracts, except construction subcontracts for standard commercial supplies or raw materials, shall include as express contractual provisions the language contained in subsections 1103.2 through 1103.10.
- 1103.2 The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.
- 1103.3 The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:
- (a) Employment, upgrading, or transfer;
  - (b) Recruitment or recruitment advertising;
  - (c) Demotion, layoff, or termination;
  - (d) Rates of pay, or other forms of compensation; and
  - (e) Selection for training and apprenticeship.
- 1103.4 The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and affirmative action.
- 1103.5 The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection 1103.2
- 1103.6 The contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1103.7 The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors, books, records, and accounts for such purposes.

- 1103.8 The contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director, or any authorized official.
- 1103.9 The prime contractor shall include in every subcontract the equal opportunity clauses, subsections 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- 1103.10 The prime contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.
- 1104 **AFFIRMATIVE ACTION PROGRAM**
- 1104.1 Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars (\$25,000) or more, and each contractor covered under subsection 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the contractor in the performance of the contract.
- 1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars (\$10,000) or more, and each contractor covered under subsection 1105.2, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.
- 1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following commitments:
- (a) With respect to construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and submit a personnel utilization schedule for all the trades the contractor is to utilize, indicating the actual numbers of minority and female workers that are expected to be a part of the workforce performing under the contract; and
  - (b) With respect to non-construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities

which have a significant relationship to the performance of work under the contract.

- 1104.4 If the experience of the contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:
- (a) Notify the District of Columbia Department of Employment Services and at least two (2) minority and two (2) female referral organizations of the contractor's personnel needs, and request referral of minority and female workers; and
  - (b) Notify any minority and female workers who have been listed with the contractors as awaiting vacancies.
- 1104.5 If, within five (5) working days prior to commencement of work, the contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.
- 1104.6 The contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the contractor has met its minority and female employment commitments.
- 1104.7 If the contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.
- 1104.8 No contractor shall refuse employment to any individual who has minimal facility to speak English except where the contractor can demonstrate that the facility to speak English is necessary for the performance of the job.
- 1104.9 No union with which the contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such contractor.
- 1104.10 To the extent that contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those contractors shall not be considered to be in compliance with this chapter.
- 1104.11 The obligations of the contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides

that the labor organizations shall have the exclusive or primary opportunity to refer employees.

- 1104.12 When any contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the contractor shall notify the appropriate union of that person's employment.
- 1104.13 The contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the contractor may have with any labor organization.
- 1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the contractor's Affirmative Action Program, the contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.
- 1104.15 In any proceeding involving a disagreement between a labor organization and the contractor over the implementation of the contractor's Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.
- 1104.16 In determining whether or not a contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:
- (a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;
  - (b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries within the District of Columbia;
  - (c) The number and ratio of unemployed minorities and women to total unemployment in the District of Columbia;
  - (d) The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the contractor's workforce;
  - (e) The effectiveness of existing training programs in the area, including the number who complete training, the length and extent of training, employer experience with trainees, and the need for additional or expanded training programs; and
  - (f) The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.



- 1104.17 The contractor's commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good faith effort to meet those standards. If the contractor has failed to meet the standards, a determination of "good faith" shall be based upon the contractor's documented equal opportunity efforts to broaden its equal employment program which shall include, but may not necessarily be limited to, the following requirements:
- (a) The contractor shall notify the community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses;
  - (b) The contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each referred worker. If that worker was not sent to the union hiring hall for referral or if the worker was not employed by the contractor, the contractor's file shall be documented and the reasons therefore;
  - (c) The contractor shall notify the Contracting Agency and the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority or female worker originally sent to the union by the contractor for union registration, or the contractor has other information that the union referral process has impeded the contractor's efforts to meet its goals;
  - (d) The contractor shall participate in training programs related to its personnel needs;
  - (e) The contractor shall disseminate its EEO policy internally by doing the following:
    - (1) Including it in any organizational manual;
    - (2) Publicizing it in company newspapers, annual report, etc.;
    - (3) Conducting staff, employee, and union representatives meetings to explain and discuss the policy;
    - (4) Posting; and
    - (5) Reviewing the policy with minority and female employees.
  - (f) The contractor shall disseminate its EEO policy externally by doing the following:
    - (1) Informing and discussing it with all recruitment sources;
    - (2) Advertising in news media, specifically including news media directed to minorities and women;

(3) Notifying and discussing it with all known minority and women's organizations; and

(4) Notifying and discussing it with all subcontractors and suppliers.

- 1104.18 The contractor shall make specific recruitment efforts, both written and oral, directed at all minority and women's training organizations within the contractor's recruitment area.
- 1104.19 The contractor shall encourage present employees to assist in the recruitment of minorities and women for employment.
- 1104.20 The contractor shall validate all qualifications, selection requirements, and tests in accordance with the guidelines of the Equal Employment Opportunity Commission.
- 1104.21 The contractor shall make good faith efforts to provide after school, summer and vacation employment to minority youths and young women.
- 1104.22 The contractor shall develop on-the-job training opportunities, and participate and assist in any association or employer group training programs relevant to the contractor's employee needs.
- 1104.23 The contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities.
- 1104.24 The contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect on minorities and women.
- 1104.25 The contractor shall make certain that all facilities and company activities are nonsegregated.
- 1104.26 The contractor shall continually monitor all personnel activities to ensure that its EEO policy is being carried out.
- 1104.27 The contractor may utilize minority banking facilities as depositories for funds which may be involved, directly or indirectly, in the performance of the contract.
- 1104.28 The contractor shall employ minority and female workers without respect to union membership in sufficient numbers to meet the minority and female employment standards, if the experience of the contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority and female employment standards.
- 1104.29 The contractor shall ensure that all of its employees as well as those of its subcontractors are made knowledgeable about the contractor's equal opportunity policy.
- 1104.30 [Reserved]

- 1104.31 Each contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractors, the standards, as applicable, which are required under this chapter.
- 1104.32 Whenever a contractor subcontracts a portion of the work in any trade, craft or skill it shall include in the subcontract, its commitment made under this chapter, as applicable, which shall be adopted by its subcontractors who shall be bound thereby and by the regulations of this chapter to the full extent as if it were the prime contractor.
- 1104.33 The prime contractor shall give notice to the Director and the Contracting Agency of any refusal or failure of any subcontractor to fulfill its obligations under this chapter.
- 1104.34 Failure of compliance by any subcontractor shall be treated in the same manner as a failure by the prime contractor.
- 1105 EXEMPTIONS
- 1105.1 Prospective construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars (\$25,000); provided, that when a construction contractor accumulates contracts amounting to twenty-five thousand dollars (\$25,000) or more within a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1105.2 Prospective non-construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars (\$10,000); provided, that when a non-construction contractor accumulates contracts amounting to ten thousand dollars (\$10,00) or more during a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1106 NONRESPONSIBLE CONTRACTORS
- 1106.1 If a bidder or offeror fails either to submit a complete and satisfactory Affirmative Action Program or to submit a revised Affirmative Action Program that meets the approval of the Director, as required pursuant to this chapter, the Director may direct the Contracting Officer to declare the bidder or offeror to be nonresponsible and ineligible for award of the contract.
- 1106.2 Any untimely submission of an Affirmative Action Program may, upon order of the Director, be rejected by the Contracting Officer.
- 1106.3 In no case shall there be any negotiation over the provision of specific utilization standards submitted by the bidder or offeror after the opening of bids or receipt of offer and prior to award.
- 1106.4 If any directive or order relating to nonresponsibility is issued under this section, the Director shall afford the bidder or offeror a reasonable opportunity to be heard in

opposition to such action in accordance with subsection 1118.1, or in support of a request for waiver under section 1109.

1107 NOTICE OF COMPLIANCE

1107.1 Each Contracting Agency shall include, or require the contract bidder or offeror to include, in the invitation for bids or other solicitation used for a D.C. Government-involved contract, a notice stating that to be eligible for consideration, each bidder or offeror shall be required to comply with the provisions of this chapter for the trades, crafts and skills to be used during the term of the performance of the contract whether or not the work is subcontracted.

1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

1108.1 The minimum standards for the utilization of minorities in the District of Columbia Government construction contracts shall be forty-two percent (42%) in each trade for each project, and an aggregate workforce standard of six and nine-tenths percent (6.9%) for females in each project. Any changes in Federal standards pertaining to minority group and female employment in Federally-involved construction contracts shall be taken into consideration in any review of these requirements.

1108.2 The construction contractor's standards established in accordance with subsection 1108.1 shall express the contractor's commitment of the forty-two percent (42%) of minority personnel who will be working in each specified trade on each of the contractor's District of Columbia Government projects, and the aggregate standard of six and nine-tenths percent (6.9%) for the employment of females in each District of Columbia Government contract.

1108.3 The hours for minority and female workers shall be substantially uniform throughout the entire length of the construction contract for each trade used, to the effect that the same percentage of minority workers in the trades used shall be working throughout the length of work in each trade on each project, and the aggregate percentage in each project for females.

1108.4 The minimum standard for the utilization of minorities in non-construction contracts shall be twenty-five percent (25%) in each of the following nine (9) job categories:

- (a) Officials and managers;
- (b) Professionals;
- (c) Technicians;
- (d) Sales workers;
- (e) Office and clerical workers;
- (f) Craftpersons (Skilled);

(g) Operative (Semi-skilled);

(h) Laborers (Unskilled); and

(i) Service workers.

1108.5 With respect to non-construction contracts the contractor's standards established in accordance with subsection 1108.4 shall express the contractor's commitment of the twenty-five percent (25%) of minority personnel who will be working in each specified craft or skill in each contract.

#### 1109 WAIVERS

1109.1 The Director may grant a waiver to a prospective contractor from the requirement to submit a set of minimum standards for the employment of minorities and women in a particular contract, if before the execution of the contract and approval of the Affirmative Action Program, the contractor can document and otherwise prove it is unable to meet the standards in the performance of the contract.

#### 1110 SOLICITATION OF CONTRACT

1110.1 Each solicitation for contract covered by section 1104 shall contain a statement that contractors shall comply with the minimum standards established pursuant to these rules for ensuring equal opportunity.

1110.2 The contract solicitation shall require that each bidder or offeror certify that it intends to meet the applicable minimum standards in section 1108 in order to be considered for the contract.

#### 1111 PRIOR TO EXECUTION OF CONTRACT

1111.1 Upon being designated the apparent low bidder or offeror, that contractor shall submit a detailed Affirmative Action Program that sets forth the following:

(1) The composition of its current total workforce; and

(2) The composition of the workforce by race, color, national origin, and sex to be used in the performance of the contract and that of all known subcontractors that will be utilized to perform the contract.

1111.2 The apparent low bidder or offeror shall submit an Affirmative Action Program in accordance with section 1104 describing the actions it will take to ensure compliance with this chapter which shall be subject, prior to the execution of any contract, to the approval of the Director.

- 1111.3 If the Office of Human Rights does not act within ten (10) working days after the receipt of the Affirmative Action Program sent for approval, the Contracting Agency may proceed on its own determination to execute the contract.
- 1111.4 The apparent low bidder or offeror shall submit an Affirmative Action Program within a period of time to specified by each Contracting Agency, but which shall not exceed ten (10) working days after becoming the apparent contractor.
- 1111.5 The apparent low bidder or offeror shall furnish all information and reports to the Contracting Agency as required by this chapter, and shall permit access to all books or records pertaining to its employment practices or worksites.
- 1111.6 No contract subject to section 1104 shall be executed by the Contracting Agency, if the apparent low bidder or offeror does not submit an Affirmative Action Program, or if the Program has been disapproved in writing by the Director.
- 1111.7 If there is disagreement between the contractor and the Contracting Officer as to the adequacy of the Affirmative Action Program, the matter shall be referred to the Director for a decision.
- 1112 AFTER EXECUTION OF CONTRACT
- 1112.1 Each contractor shall maintain throughout the term of the contract the minimum standards for the employment of minorities and women, as set forth in the approved Affirmative Action Program.
- 1112.2 Each contractor shall require that each subcontractor, or vendor under the contract comply with the provision of the contract and the Affirmative Action Program.
- 1112.3 Each contractor shall furnish all information as required by this chapter, and permit access to all books and records pertaining to the contractor's employment practices and work sites by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter.
- 1113 MONITORING AND EVALUATION
- 1113.1 The Director shall, from time to time, monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Program of their contractors, to ensure compliance with the equal opportunity obligations in contracts, as provided for in this chapter.
- 1114 AFFIRMATIVE ACTION TRAINING PROGRAM
- 1114.1 Each contractor, in fulfilling its affirmative action responsibilities under a contract with the District of Columbia Government, shall be required to have, as part of its Affirmative Action Program, an existing training program for the purpose of training, upgrading, and

promotion of minority and female employees or to utilize existing programs. Those programs shall include, but not be limited to, the following:

- (a) To be consistent with its personnel requirements, the contractor shall make full use of the applicable training programs, including apprenticeship, on-the job training, and skill refinement training for journeymen. Recruitment for the program shall be designed to provide for appropriate participation by minority group members and women;
- (b) The contractor may utilize a company-operated skill refinement training program. This program shall be formal and shall be responsive to the work to be performed under the contract;
- (c) The contractor may utilize formal private training institutions that have as their objective training and skill refinement appropriate to the classification of the workers employed. When training is provided by a private organization the following information shall be supplied:
  - (1) The name of the organization;
  - (2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the contract; and
  - (3) The identity of the trades, and crafts or skills involved in the training.

1114.2 If the contractor relies, in whole or in part, upon unions as a source of its workforce, the contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.

1114.3 Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.

#### 1115 COMPLIANCE REVIEW

1115.1 The Director and the Contracting Agency shall review the contractor's employment practices during the performance of the Contract. Routine or special reviews of contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor's Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may

be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.

- 1115.2 A routine compliance review shall consist of a general review of the practices of the contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.
- 1115.3 A special compliance review shall consist of a comprehensive review of the employment practices of the contractor with respect to the requirements of this chapter, and shall be conducted when warranted.
- 1116 **ENFORCEMENT**
- 1116.1 If the contractor does not comply with the equal opportunity clauses in a particular contract, including subsections 1103.2 through 1103.10 of this chapter, that contract may be cancelled in whole or in part, and the contractor may be declared by the Director or the Contracting Officer to be ineligible for further District of Columbia Government Contracts subject to applicable laws and regulations governing debarment.
- 1116.2 If the contractor meets its goals or if the contractor can demonstrate that it has made every good faith effort to meet those goals, the contractor will be presumed to be in compliance with this chapter, and no formal sanction shall be instituted unless the Director otherwise determines that the contractor is not providing equal employment opportunity.
- 1116.3 When the Director proceeds with a formal hearing she or he has the burden of proving that the contractor has not met the requirements of this chapter, but the contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this chapter.
- 1117 **COMPLAINTS**
- 1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.
- 1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.
- 1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.



- 1117.4 Any employee of any District of Columbia Government contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.
- 1118 HEARINGS
- 1118.1 In the event that a dispute arises between a bidder, offeror or prospective contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitting by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.
- 1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.
- 1118.3 The Director may hold a hearing on any complaint or violation under this chapter, and make determinations based on the facts brought before the hearing.
- 1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:
- (a) A convenient time and place of hearing;
  - (b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and
  - (c) A concise statement of the matters to be brought before the hearing.
- 1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.
- 1119 SANCTIONS
- 1119.1 The Director, upon finding that a contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition

to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.

- 1119.2 Sanctions imposed by the Director may include the following:
- (a) Order that the contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the contractor has established and will maintain equal opportunity policies in compliance with this chapter; and
  - (b) Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the contractor provides a program of future compliance satisfactory to the Director.
- 1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.
- 1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.
- 1120 NOTIFICATIONS
- 1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.
- 1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its judgement, considers appropriate based upon the facts thus disclosed to it.
- 1120.3 The Director may publish, or cause to be published, the names of contractors or unions which have been determined to have complied or have failed to comply with the provisions of the rules in this chapter.
- 1121 DISTRICT ASSISTED PROGRAMS
- 1121.1 Each agency which administers a program involving leasing of District of Columbia Government owned or controlled real property, or the financing of construction under industrial revenue bonds or urban development action grants, shall require as a condition for the approval of any agreement for leasing, bond issuance, or development action grant, that the applicant undertake and agree to incorporate, or cause to be incorporated into all construction contracts relating to or assisted by such agreements, the contract

provisions prescribed for District of Columbia Government contracts by section 1103, preserving in substance the contractor's obligation under those provision.

1199        **DEFINITIONS**

1199.1       The following words and phrases set forth in this section, when used in this chapter, shall have the following meanings ascribed:

Contract – any binding legal relationship between the District of Columbia and a contractor for supplies or services, including but not limited to any District of Columbia Government or District of Columbia Government assisted construction or project, lease agreements, Industrial Revenue Bond financing, and Urban Development Action grant, or for the lease of District of Columbia property in which the parties, respectively, do not stand in the relationship of employer and employee.

Contracting Agency – any department, agency, or establishment of the District of Columbia which is authorized to enter into contracts.

Contracting Officer – any official of a contracting agency who is vested with the authority to execute contracts on behalf of said agency.

Contractor – any prime contractor holding a contract with the District of Columbia Government. The term shall also refer to subcontractors when the context so indicates.

Director – the Director of the Office of Human Rights, or his or her designee.

Dispute – any protest received from a bidder or prospective contractor relating to the effectiveness of his or her proposed program of affirmative action for providing equal opportunity.

Minority – Black Americans, Native Americans, Asian Americans, Pacific Islander Americans, and Hispanic Americans. In accordance with D.C. Code, Section 1-1142(1) (Supp. 1985).

Subcontract – any agreement made or executed by a prime contractor or a subcontractor where a material part of the supplies or services, including construction, covered by an agreement is being obtained for us in the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures issued pursuant thereto.

Subcontractor – any contractor holding a contract with a District prime contractor calling for supplies or services, including construction, required for the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant thereto.

DEPARTMENT OF FINANCE AND REVENUE  
TAX CERTIFICATION AFFIDAVIT  
2004

Name of Organization/Entity: \_\_\_\_\_  
 Address: \_\_\_\_\_

	Name	Soc. Sec. No.	Title
Principal Officers:	_____	_____	_____

Business Telephone: \_\_\_\_\_

Finance and Revenue Registration No.: \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

DUNS No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Unemployment Insurance Account No.: \_\_\_\_\_

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

	Current	Not Current
District: Sales and Use	(      )	(      )
Employer Withholding	(      )	(      )
Hotel Occupancy	(      )	(      )
Corporation Franchise	(      )	(      )
Unincorporated Franchise	(      )	(      )
Personal Property	(      )	(      )
Arena/Public Safety Fee	(      )	(      )
Vendor Fee	(      )	(      )

3. If not current, as checked in Item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Attach copy of the Agreement. If outstanding liabilities exist and no agreement has been made, please attach a listing of all such liabilities.

The Department of Finance and Revenue also requires:

- (C) Copies of Form FR-532 (Notice of Registration) or a copy of an FR-500 (Combined Registration Form)
- (D) Copies of cancelled checks for the last tax period(s) filed for each tax liability; i.e., sales and use, employer withholding, etc.

The District of Columbia Government is hereby authorized to verify the above information with appropriate authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one (1) year, or both, as prescribed in DC Code Sec. 22-2514. Penalty for false swearing is a fine of not more than three years, or both, as prescribed in DC Code Sec. 22-2513.

\_\_\_\_\_  
 Signature of Person Authorized  
 To Sign This Document

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Print Name

Notary: DISTRICT OF COLUMBIA, AS:  
 Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_  
 Month and Year

\_\_\_\_\_  
 Notary Public

My Commission Expires \_\_\_\_\_

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF CONTRACTING AND PROCUREMENT**

<b>BID BOND</b> (See Instructions on 2 <sup>nd</sup> page)	<b>Date Bond Executed:</b> (Must Not be Later Than Bid Opening Date)			
<b>PRINCIPAL (Legal Name and Address)</b>	<b>TYPE OF ORGANIZATION ("X")</b>			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	<b>STATE OF INCORPORATION</b>			
<b>SURETY(IES) (Name(s) and Address(es))</b>	<b>PENAL SUM OF BOND</b>			
	<b>AMOUNT NOT TO EXCEED</b>			<b>5% OF BID</b>
	<b>MILLION(S)</b>	<b>THOUSAND(S)</b>	<b>HUNDRED(S)</b>	
				<b>CENTS</b>
	<b>BID IDENTIFICATION</b>			
	<b>BID OPENING DATE</b>		<b>INVITATION NO.</b>	
<p><b>KNOW ALL MEN BY THESE PRESENTS</b>, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p><b>THE CONDITION OF THIS OBLIGATION IS SUCH</b>, that whereas the Principal has submitted the bid identified above. <b>NOW THEREFORE</b>, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance &amp; Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety(ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p><b>IN WITNESS WHEREOF</b>, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.</p>				
<b>PRINCIPAL</b>				
<b>1. SIGNATURE</b>	<b>1. ATTEST</b>		<b>Corporate Seal</b>	
<b>Seal</b>				
<b>Name &amp; Title (typed)</b>	<b>Name &amp; Title (typed)</b>			
<b>2. SIGNATURE</b>	<b>2. ATTEST</b>		<b>Corporate Seal</b>	
<b>Seal</b>				
<b>Name &amp; Title (typed)</b>	<b>Name &amp; Title (typed)</b>			

**CERTIFICATE AS TO CORPORATION**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_, Secretary of the Corporation, named as Principal herein, that \_\_\_\_\_, who signed this bond, on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
Secretary of Corporation

**SURETY(IES)**

<b>1. Name &amp; Address (typed)</b>	<b>State of Inc.</b>	<b>Liability Limit</b>	<b>Corporate Seal</b>
<b>Signature of Attorney-in-Fact</b>	<b>Attest (Signature)</b>		
<b>Name &amp; Address (typed)</b>	<b>Name &amp; Address (typed)</b>		
<b>1. Name &amp; Address (typed)</b>	<b>State of Inc.</b>	<b>Liability Limit</b>	<b>Corporate Seal</b>
<b>Signature of Attorney-in-Fact</b>	<b>Attest (Signature)</b>		
<b>Name &amp; Address (typed)</b>	<b>Name &amp; Address (typed)</b>		

**INSTRUCTIONS**

1. This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.
2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. **CERTIFICATE AS TO CORPORATION** must be executed by Corporate Secretary, or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- A. Each signature of the Bidder is considered to be a certification by the signatory in accordance with D.C. Official Code 2-303.16 that:
- b. The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder or competitor relating to:
    - i) those prices
    - iii) the intention to submit a Bid, or
    - iv) the methods or factors used to calculate the prices in the Bid;
  - c. The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
  - d. No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.
- B. Each signature on the bid is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(1) through A(3) above; or
  - 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A(1) through A(3) above:  
  
\_\_\_\_\_  
  
(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Bidder's organization);
  - (ii) As an authorized agent, does certify that the principals named in subdivision B(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs A(1) through A(3) above; and
  - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A(1) through A(3) above.
- C. If the Bidder deletes or modifies subparagraph A(2) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**EMPLOYMENT AGREEMENT**

For all bids over \$100,000, except for those in which the Bidder is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required. The Bidder recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Bidder agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia and (2) at least 51% of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Bidder also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Bidder understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Bidder certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Bidder will use DOES as the first source for recruitment and referral of any new employees. The Bidder shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Bidder to hire or train persons it does not consider qualified based on standards the Bidder applies to all job applicants.

I, \_\_\_\_\_, the authorized representative of, \_\_\_\_\_, hereinafter referred to as "Contractor" certify that the Contractor is fully aware of all of the provisions of Mayor's Order 83-265, and of the Rules implementing Mayor's Order. I further certify and assure that the Contractor will fully comply with all applicable provisions of the Mayor's Order and implementing rules if awarded the D.C. Government contract referenced by the contract number entered below. Further, the Contractor acknowledges and understands that the award of said contract and its continuation are specifically conditioned upon the Contractor's compliance with the above-cited Orders and Rules.

---

DATE

---

AUTHORIZED SIGNATURE



**BUY AMERICAN CERTIFICATION**

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product, and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_EXCLUDED END PRODUCTS

\_\_\_\_\_COUNTRY OF ORIGIN

**TYPE OF BUSINESS ORGANIZATION**

The Bidder, by checking the applicable box, represents that

(a) Its operates as:

a corporation incorporated under the laws of the State of \_\_\_\_\_  
an individual,  
a partnership,  
a nonprofit organization, or  
a joint venture; or

(b) If the Bidder is a foreign entity, it operates as:

an individual,  
a joint venture, or  
a corporation registered for business in \_\_\_\_\_  
(Country)

**PART IV****SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS****L.1 SITE VISIT:**

Prospective bidders are strongly advised to visit the site of the proposed work to inspect and familiarize them with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District. Site visit will be scheduled by the COTR. Prospective bidders are encouraged to contact the COTR, Hares Sayed at (202) 724-4109.

**L.2 PRE-BID CONFERENCE:**

A pre-bid conference to discuss the contents of this solicitation and other pertinent matters will be held at 11:00 local time, **on October 14, 2004**, at 441, 4<sup>th</sup> street NW, 11<sup>th</sup> Floor OPM conference room. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation.

**L.3 POST AWARD CONFERENCE:**

A post award conference with the contractor is required. It will be scheduled within 5 calendar days after the date of contract award. The Contractor will be notified of the exact date and time. The conference will be held at the following address:

441 4<sup>TH</sup> Street NW, 11<sup>th</sup> Floor, Conference room  
Washington, D.C.

**L.4 CONTRACT AWARD:**

- A. The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

- B. The District intends, but is not obligated, to award a contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

**L.5 PREPARATION AND SUBMISSION OF BIDS:**

Bidders shall submit a signed original and two (2) copy of bid. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the Bidder's offer shall constitute the formal contract. Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. POAM-2004-B-0048-DR.

**L.5.1** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

**L.5.2** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

**L.5.3** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

**L.6 BID SUBMISSION DATE AND TIME:**

Bids must be submitted no later than **2:00 p.m. local time on October 28, 2004.**

**L.7 WITHDRAWAL OR MODIFICATION OF BIDS:**

A Bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.8 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:**

A. Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

1. The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids; or
2. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

**B. Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the Bidder can furnish evidence from the postal authorities of timely mailing.

**C. Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**D. Late Bids**

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

**E. Late Modifications**

A late modification of a successful bid that makes its terms more favorable to the District shall be considered at any time it is received and may be accepted.

**L.8 HAND DELIVERY OR MAILING OF BIDS TO:**

*Construction, Design, Building & Renovation (CDBR) Group  
Office of Contracting and Procurement, 7<sup>th</sup> Floor (South)  
441, 4<sup>th</sup> Street, NW  
Washington, DC 20001*

**L.9 ERRORS IN BIDS**

Bidders are expected to read and fully understand information and requirements in the solicitation; failure to do so will be at the Bidder's risk. In the event of a discrepancy between the unit price and the total price, the unit price will govern.

**L.10 QUESTIONS ABOUT THE SOLICITATION:**

If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the questions in writing to the Contracting Officer. The prospective Bidder shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective Bidders. An amendment to the solicitation will be issued, if that information is

necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.11 FAILURE TO SUBMIT BIDS:**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Contracting Officer, Construction, Design, Building & Renovation (CDBR) Group, 441- 4th Street, N.W., Suite 700S, Washington, DC 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.12 BID PROTESTS:**

Any actual or prospective Bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 - 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

**L.13 SIGNING OF BIDS:**

- A. The Contractor shall sign the bid and print or type its name on the bid form in the attached Bid Form Package. Each bid must show a full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
- B. All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the Bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

**L.14 ACKNOWLEDGMENT OF AMENDMENTS:**

The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in item 20 of page 1 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidders' failure to acknowledge an amendment may result in rejection of the bid.

**L.15 ACCEPTABLE BID GUARANTEES:**

- A. A bid guarantee in the amount of 5% of the bid price is required with bids over \$100,000. If a bidder fails to provide the required bid guarantee, such failure will require rejection of the bid.
- B. Types of guarantees acceptable to the District of Columbia:
- C. A bond provided by a surety in accordance with 27 DCMR Chapter 2708.
- D. A certified check or irrevocable letter of credit issued by an insured Financial institution in the equivalent amount of the security; or
- E. United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

**L.16 ACCEPTANCE PERIOD:**

The bidder agrees that its bid remains valid for a period of 90 calendar days from the bid opening date. However, if for administrative reasons, we are unable to make an award within this time period, the Department will request the Contractor and his/her surety to extend the bid bond for an additional thirty (30) days.

**L.17 LEGAL STATUS OF BIDDER:**

- A. Each bid must provide the following information:
- B. Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Bidder;
- C. District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;
- D. If the Bidder is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and

- E. The District reserves the right to request additional information regarding the Bidder's organizational status.

**L.18 LOCAL OPERATING FACILITIES:**

The contractor shall provide and maintain their own operating quarters. Such quarters shall be of sufficient size and capacity and have the necessary facilities to adequately carry out the work to be performed under the contract.

_____ LOCAL ADDRESS	_____ LOCAL TELEPHONE NUMBER/FAX
_____ PAGER NUMBER	_____ EMERGENCY NUMBER
_____ EMERGENCY CONTACT PERSON	

**L.19 TECHNICAL INFORMATION:**

For technical information concerning this solicitation, please contact:

*Mr. Hares M, Sayed, Project Manager  
Office of Property Management  
441, 4<sup>th</sup> Street, NW, 11<sup>th</sup> Floor  
Washington, D.C. 20001  
Tel: 202-724-4109*

**L.20 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:**

All contractual correspondence must be directed to:

*Karen Hester, Contracting Officer  
Construction, Design, Building & Renovation (CDBR) Group  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., 700 South  
Washington, D. C. 20001*

**L.21 BID DOCUMENTS:**

- A. Persons who obtain bidding materials from anyone other than Fire & Emergency Medical Services Department are hereby notified that addenda may affect the bid amount.



- B. The District Government assumes no responsibility for furnishing addenda to anyone who obtains bidding materials through other than the official channels.
- C. Addenda to bidding documents and bidding material are available from the issuing office.

**L.22 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK:**

Bidders will be held to have:

- A. Checked all measurements and visible features which would in any manner affect the work to be performed.
- B. Verified conditions at the site.

**L.23 PAYMENT AND PERFORMANCE BONDS:**

Article 12 Section C of the Instructions to Bidders of the Standard Contract Provisions, 1973 is amended to incorporate the provisions of the District of Columbia Procurement Practices Act of 1985, D.C. Official Code § 2-305.04(b), and 27 DCMR § 2703.3, which require payment bonds to be in an amount not less than 50% of the amount payable by the terms of the contract and performance bonds to be in an amount not less than 100% of the amount payable by the terms of the contract.

**L.24 Standards of Responsibility**

Pursuant to 27 DCMR, 2200.4 (a) through (h), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the District, in order to be determined responsible:

- a. Evidence of financial resources adequate to perform the Contract, or ability to obtain them;
- b. Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c. A satisfactory performance record;
- d. A satisfactory record of integrity and business ethics;
- e. The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;
- f. Compliance with the applicable District licensing and tax laws and regulations;
- g. The necessary production, construction and technical equipment and facilities or the ability to obtain them, and
- h. Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

**PART IV****SECTION M - EVALUATION FACTORS****M. CLAUSES FOR PROCUREMENTS RESTRICTED TO THE SBE SET-ASIDE MARKET:****M.1 Designation of Solicitation for the Small Business Set-Aside Market Only:**

**M.1.1** This Invitation for Bids or Request for Proposals is designated for Certified Small Business Enterprise (SBE) offerors only, under the provisions of “The Equal Opportunity for Local, Small, Resident and Disadvantaged Business Enterprises of 1998, D.C. Law 12-268 (“the Act”) and “The Equal Opportunity for Local, Small, Resident and Disadvantaged Business Amendment Act of 2000 (“the Amendment”), D.C. Law 13-169.

**M.1.2** An SBE must be certified as small in the procurement category of building construction in order to be eligible to submit a bid or proposal in response to this solicitation.

**M.2 SUBCONTRACTING BY CERTIFIED SMALL BUSINESS ENTERPRISES:**

**M.2.1** When a prime contractor is certified by the Local Business Opportunity Commission (LBOC) as a small business, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods and supplies, shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships unless a waiver is granted by the Contracting Officer, with the prior approval and consent of the Director of the LBOC, under the provisions of 27 DCMR 805, 39 DCR 9050-9060 (December 4, 1992).

**M.2.2** By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph M.2.1 of this clause.

**M.3 VENDOR SUBMISSION OF CERTIFICATION:**

Any vendor seeking to submit a bid or proposal as a small business enterprise (SBE) in response to this solicitation must submit one of the following at the time of, as part of its bid or proposal:

**M.3.1** A copy of the SBE letter of certification from the Local Business Opportunity Commission (LBOC); or

**M.3.2** A copy of the sworn notarized Self-Certification Form prescribed by the

**LBOC along with an acknowledgment letter issued by the Director of the LBOC.**

**M.3.3** Bids or proposals from vendors that are not certified as small business enterprises through one of the means described under this section will not be considered. Bidders or offerors must submit the required evidence of certification or self-certification at the time of submission of bids or proposals.

**M.3.4** Attachment J.5 contains the Self-Certification Package. In order to be eligible to submit a bid or proposal, or to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Human Rights and Local Business Development  
ATTN: LSRDBE Certification Program  
441 Fourth Street, N. W., Suite 970N  
Washington, D. C. 20001

**M.3.5** All vendors are encouraged to contact the Local, Small, Resident and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.4** **PENALTIES FOR MISREPRESENTATION:**

**M.4.1** Any material misrepresentation on the sworn notarized self-certification form could result in the termination of the contract, the contractor's liability for civil and criminal action, in accordance with the Act, and other District laws, including debarment.

**M.5** **PREFERENCES IN THE SBE SET-ASIDE MARKET:**

**M.5.1** For evaluation purposes only, a certified small business enterprise (SBE) that is also certified by the LBOC as a local business enterprise (LBE) will receive a four percent (4%) reduction in the bid price for a bid submitted in response to an Invitation for Bids (IFB) or the addition of four (4) points on a 100-point scale added to the overall score for proposals submitted in response to a Request for Proposals (RFP).

**M.5.2** A certified small business that is also certified by the LBOC as a disadvantaged business enterprise (DBE) will receive a three percent (3%) reduction in the bid price for a bid submitted in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted in response to a RFP.

**M.5.3** A certified small business that is also certified by the LBOC as a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Amendment,

will receive three percent (3%) reduction in the bid price for a bid submitted in response to an IFB or the addition of three (3) points on a 100-point scale added to the overall score for proposals submitted in response to a RFP.

**M.5.4** A certified small business that is also certified by the LBOC as an enterprise zone, as defined in Section 2(5) of the Act and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992), will receive two percent (2%) reduction in the bid price for a bid submitted in response to an IFB or the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by such business enterprise in response to an RFP.

**M.5.5** The maximum total preference under the SBE Set-Aside Program is twelve percent (12%) reduction in bid price for bids submitted in response to an IFB or the addition of 12 points on a 100-point scale added to the overall score for proposals submitted in response to an RFP. The District shall award the preference points based only on whether the SBE prime contractor is also a LBE, DBE, RBO, or business located in an enterprise zone. There shall be no points awarded for subcontracting by the SBE prime contractor to a LBE, DBE, RBO or business located in an enterprise zone.

**M.5.6** If the prime contractor is a certified SBE joint venture that is also certified as a LBE, DBE or RBO joint venture, or if the prime contractor is a certified SBE joint venture that includes a business located in an enterprise zone and such business owns and controls at least fifty-one (51%) of the joint venture, the prime contractor will receive the preference as if it were a LBE, DBE, RBO, or business located in an enterprise zone. There shall be no points awarded for any other joint venture participation by LBEs, DBEs, RBOs or businesses located in an enterprise zone.

**M.6** **SBE JOINT VENTURES:**

**M.6.1** A joint venture between a small business enterprise (as defined under Section 2(6) of the Act and implementing regulations) and another entity shall be eligible to submit a bid or proposal in response to this SBE set-aside solicitation if the joint venture is certified by the LBOC under the provisions of 27 DCMR 817, 39 DCR 9072-9075 (December 4, 1992) or is self-certified under 27 DCMR 818, 39 DCR 9075-9076 (December 4, 1992).

**M.6.2** The LBOC shall certify a joint venture when a SBE affiliates itself with another entity to form a joint venture for a SBE set-aside solicitation if:

**M.6.2.1** The non-SBE partner demonstrates to the LBOC that its size does not exceed the size limitations set forth in the Act; or

- M.6.2.2** The LBOC determines that the certification of the joint venture with an entity exceeding the size limitation of the Act would not be Detrimental to the SBE set-aside program.

**M.6.3 Liquidated Damages**

If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract and 27 DCMR 804.9, 39 DCR 5578 (July 24, 1992), and as approved by the Contracting Officer, the contractor shall pay to the District liquidated damages in the sum of **\$25.00**, for each calendar day the contractor fails to comply with the subcontracting plan, unless the Contracting Officer determines that the contractor made good faith efforts to comply with the subcontracting plan in accordance with subparagraph (b) below.

Prior to assessing any liquidated damages under this provision, the Contracting Officer shall issue a written notice informing the contractor that it is not in compliance with the subcontracting plan and set forth the areas of non-compliance. The written notice from the contracting officer shall provide the contractor with ten (10) days from the date of receipt of the written notice to correct any areas of non-compliance or to demonstrate that the contractor has used good faith efforts to comply with the subcontracting plan. If the contractor fails to correct any areas of non-compliance or demonstrate good faith efforts within the ten-day period, the contracting officer shall assess liquidated damages beginning on the first day after the end of the ten-day period.

If failure to comply with the subcontracting plan is such that the Contracting Officer determines it to be a material breach of the contract and terminates the contract under the Default Clause of the Standard Contract Provisions, the contractor shall be liable for aforementioned liquidated damages accruing until the time the District may reasonably obtain similar goods or services.

**M.6.3.1 Method of Award**

Award will be made to the lowest evaluated responsive and responsible bidder.

=== END OF BID DOCUMENTS ===